



**STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION**

**REQUEST FOR PROPOSALS
FOR
QUALITY ASSURANCE / INDEPENDENT VERIFICATION AND VALIDATION
(QA / IV&V) SERVICES FOR THE STATEWIDE AUTOMATED CHILD
WELFARE INFORMATION SYSTEM (SACWIS)**

RFP NUMBER: RFP # 317.03-003-08

October 1, 2007

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1 INTRODUCTION

1.1 Statement of Purpose

The State of Tennessee, Department of Finance and Administration, hereinafter referred to as the State, has issued this Request for Proposals (RFP) to define the State's minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State's process for evaluating proposals and selecting the contractor.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, opportunity to do business with the State as contractors and sub-contractors.

The objective of this procurement is to secure a qualified QA / IV&V vendor to provide QA oversight and to improve the outcome of this critical information technology project by providing regular and periodic assessments of the project as it progresses through the system development lifecycle. Since the cost and complexity of correcting information systems problems increases as the timetable progresses, it is important to identify and eliminate or minimize risks before they become unmanageable and expensive.

The State invites qualified vendors to submit a proposal to provide Quality Assurance (QA) and Independent Verification and Validation (IV&V) services for the Statewide Automated Child Welfare Information System (SACWIS) project. The SACWIS Implementation Vendor (SIV) RFP (RFP # 317.03-163-08) can be accessed online at:

<http://state.tn.us/finance/oir/pcm/rfps.html>

The State is seeking a QA / IV&V vendor that is both qualified and which has a demonstrated history of working constructively with other firms in a large project setting. No vendor can be Prime and/or Subcontractor on both of these contracts.

Interested vendors may wish to propose on both the SIV and QA / IV&V RFPs in a Prime and Subcontracting relationship. The following scenarios outline the acceptable relationships:

Prime

A Prime vendor can propose on both the SIV and QA / IV&V RFPs. If the same Prime is the apparent winner on both RFPs, then the State will award the System Implementation Vendor (SIV) RFP to that Prime. The Prime's QA / IV&V proposal will then be determined non-responsive and the State shall reject it. The QA / IV&V RFP Coordinator will re-calculate scores for each responsive Technical and Cost Proposal to determine the new, apparent best-evaluated QA / IV&V proposal. NOTE: If a Subcontractor in the apparent winning proposal appears as a Prime or Subcontractor in any QA / IV&V proposal, the proposal(s) will also be rejected.

Subcontractor – The following Subcontractor guidelines are presented to maintain the vendor independence requirement and avoid any case in which a Prime / Subcontractor relationship would result in rejection of a proposal for the SIV or QA / IV&V:

1. A Subcontracting vendor can subcontract with the same Prime vendor on both the SIV and QA / IV&V RFPs.

OR,

2. A Subcontracting vendor can subcontract with multiple Prime vendors within one RFP;

HOWEVER,

3. A Subcontracting vendor cannot subcontract with different Prime vendors on both RFPs.

AND,

4. A Subcontracting vendor cannot subcontract on one RFP and propose as a Prime vendor on the other RFP.

If a Prime chooses to ignore the Subcontractor guidelines and upon award a vendor relationship conflict occurs, to maintain the vendor independence requirement between the SIV and QA / IV&V contracts, the State will reject all QA / IV&V proposals that compromise the vendor independence requirement (Cases 3 and 4 above). In this event, scores will be re-calculated based upon remaining responsive proposals.

NOTE: The "acceptable relationship scenarios" detailed above do not in any way supersede, mitigate, or otherwise revise the requirements found in RFP sections 4.3.6, 4.3.7, and 4.3.8.

- 1.1.1. The QA / IV&V vendor must perform all Quality Management (QM) responsibilities detailed in this RFP throughout the term of the contract. The QA / IV&V vendor is expected to actively participate in project meetings and is considered by the State to be a key player in the success of the project. The State's intent is for the vendor to monitor and track the processes, products, and deliverables of both the SIV and the State, focusing on issues of substance that affect the course of the project. The QA / IV&V services provided must adhere to industry standard methodologies and approaches, and must consist at least of the services described in Attachment 6.1.

The following table is a representative schedule for each of the major project phases from the SACWIS System Implementation Vendor (SIV) contract.

PHASE	SCHEDULE
Requirement Definition & Solution Evaluation	April – September 2008
Design	October 2008 – February 2009
Construction	March – August 2009
Acceptance Test	August – January 2010
Implementation	February – November 2010

- 1.1.2. The QA / IV&V vendor will assist the State's SACWIS Project Director in all tasks of the project as delineated in this RFP. The QA / IV&V vendor will provide independent advice and evaluation to the SACWIS Project Director and report monthly to the SACWIS Steering Committee. The QA / IV&V vendor will typically advise the SIV of any problem and afford them a reasonable opportunity to resolve the problem before reporting such problem to the SACWIS Project Director.
- 1.1.3. The State expects the QA / IV&V vendor to begin work two weeks in advance of the Start Date of the SACWIS SIV contract. The lead time will allow the QA / IV&V vendor to familiarize itself with the State's organizational makeup, business practices, the SACWIS RFP, the winning SACWIS proposal, and other critical factors that should be reviewed prior to the SIV beginning work.

Please note the State reserves the right to move the QA / IV&V Start Date out to a future date if the SIV Contract is not awarded as planned. The State's authorization for the QA / IV&V vendor to begin work is contingent upon the successful award of the SACWIS SIV Contract, RFP # 317.03-163-08. If a successful contract award of the SACWIS SIV RFP # 317.03-163-08 is not achieved, the State reserves the right to cancel the contract awarded for this RFP #317.03-003-08.

A more complete description of the services sought for this project is provided in Attachment 6.1, *Pro Forma Contract*, Section A, Scope of Services and Deliverables.

1.2 Scope of Service, Contract Period, and Required Terms and Conditions

The RFP Attachment 6.1, *Pro Forma Contract* details the State's required:

- Scope of Services and Deliverables in Section A;
- Contract Period in Section B;
- Payment Terms in Section C;
- Standard Terms and Conditions in Section D; and,
- Special Terms and Conditions in Section E.

The *pro forma* contract substantially represents the contract document that the Proposer selected by the State MUST agree to and sign.

1.3 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of the State's contractors. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The State has designated the following to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations:

Emily M. Passino, Ph.D.
 Senior Management Consultant
 F&A / Office of Consulting Services
 Snodgrass TN Tower, 12th Floor
 Nashville, TN 37243-1700
 Phone: 615.741.6030 ~ Fax: 615.532.1892

http://www.state.tn.us/finance/rds/consulting_services_home.html

1.4 Assistance to Proposers With a Disability

A Proposer with a disability may receive accommodation regarding the means of communicating this RFP and participating in this RFP process. A Proposer with a disability should contact the RFP Coordinator to request reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.5 RFP Communications

1.5.1 Unauthorized contact regarding this RFP with employees or officials of the State of Tennessee other than the RFP Coordinator detailed below may result in disqualification from this procurement process.

1.5.1.1 Interested Parties must direct all communications regarding this RFP to the following RFP Coordinator, who is the State of Tennessee's only official point of contact for this RFP.

Mitzi Hale, RFP Coordinator
 Department of Finance and Administration
 17th Floor, Wm. R. Snodgrass Tennessee Tower

312 8th Avenue North
 Nashville, TN 37243-1510
 Tele: (615) 741-3735
 Fax: (615) 741-6164
Mitzi.Hale@state.tn.us

1.5.1.2 Notwithstanding the foregoing, Interested Parties may contact the staff of the Governor's Office of Diversity Business Enterprise for general, public information regarding this RFP, assistance available from the Governor's Office of Diversity Business Enterprise, or potential future state procurements.

1.5.2 The State has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:

RFP # 317.03-003-08

1.5.3 Any oral communications shall be considered unofficial and non-binding with regard to this RFP.

1.5.4 Each Proposer shall assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or proposal to the State by a deadline date shall not substitute for actual receipt of a communication or proposal by the State.

1.5.5 The RFP Coordinator must receive all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.5.6 The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification. The State's official responses and other official communications pursuant to this RFP shall constitute an amendment of this RFP.

1.5.7 The State will convey all official responses and communications pursuant to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose.

1.5.8 Only the State's official, written responses and communications shall be considered binding with regard to this RFP.

1.5.9 The State reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, electronic mail, or Internet posting).

<http://state.tn.us/finance/oir/pcm/rfps.html>

1.5.10 Any data or factual information provided by the State, in this RFP or an official response or communication, shall be deemed for informational purposes only, and if a Proposer relies on such data or factual information, the Proposer should either: (1) independently verify the information; or, (2) obtain the State's written consent to rely thereon.

1.6 Notice of Intent to Propose

Each potential Proposer should submit a Notice of Intent to Propose to the RFP Coordinator by the deadline detailed in the RFP Section 2, Schedule of Events. The notice should include:

- Proposer's name
- name and title of a contact person
- address, telephone number, e-mail address and facsimile number of the contact person

NOTICE: A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of RFP amendments and other communications regarding the RFP (refer to RFP Sections 1.5, *et seq.*, above).

1.7 Proposal Deadline

Proposals must be submitted no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond to the written RFP and any RFP exhibits, attachments, or amendments. A late proposal shall not be accepted, and a Proposer's failure to submit a proposal before the deadline shall cause the proposal to be disqualified.

1.8 Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. The purpose of the conference is to discuss the RFP scope of services. While questions will be entertained, the response to any question at the Pre-Proposal Conference shall be considered tentative and non-binding with regard to this RFP. Questions concerning the RFP should be submitted in writing prior to the Written Comments Deadline date detailed in the RFP Section 2, Schedule of Events. To ensure accurate, consistent responses to all known potential Proposers, the official response to questions will be issued by the State as described in RFP Sections 1.5, *et seq.*, above and on the date detailed in the RFP Section 2, Schedule of Events.

Pre-Proposal Conference attendance is not mandatory, and each potential Proposer may be limited to a maximum number of attendees depending upon overall attendance and space limitations. The conference will be held at:

Department of Finance and Administration
Wm. R. Snodgrass Tennessee Tower
3rd Floor, Multi-Media Room
312 8th Avenue North
Nashville, TN 37243-1510

2 RFP SCHEDULE OF EVENTS

The following Schedule of Events represents the State's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Central Time.

RFP SCHEDULE OF EVENTS		
NOTICE: The State reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The State will communicate any adjustment to the Schedule of Events to the potential proposers from whom the State has received a Notice of Intent to Propose.		
EVENT	TIME	DATE (all dates are State business days)
1. State Issues RFP		October 1, 2007
2. Disability Accommodation Request Deadline		October 8, 2007
3. Pre-Proposal Conference	1:00 p.m.	October 18, 2007
4. Notice of Intent to Propose Deadline		October 25, 2007
5. Written Comments Deadline		November 1, 2007
6. State Responds to Written Comments		November 20, 2007
7. Proposal Deadline	2:00 p.m.	December 20, 2007
8. State Completes Technical Proposal Evaluations		January 28, 2008
9. State Opens Cost Proposals and Calculates Scores	9:00 a.m.	January 29, 2008
10. State Issues Evaluation Notice <u>and</u> Opens RFP Files for Public Inspection	9:00 a.m.	January 31, 2008
11. State Submits Apparent Best-Evaluated Proposal for Federal Review		January 31, 2008
12. State Receives Federal Review Comments		March 3, 2008
13. Contract Signing		March 5, 2008
14. Contract Signature Deadline		March 12, 2008
15. Contract Start Date		March 17, 2008

3 PROPOSAL REQUIREMENTS

Each Proposer must submit a proposal in response to this RFP with the most favorable terms that the Proposer can offer. **There will be no best and final offer (BAFO) procedure.**

3.1 Proposal Form and Delivery

3.1.1 Each response to this RFP must consist of a Technical Proposal and a Cost Proposal (as described below).

3.1.2 Each Proposer must submit one (1) original, ten (10) copies, and one (1) CD containing a copy in “.pdf” format of the Technical Proposal to the State in a sealed package that is clearly marked:

“Technical Proposal in Response to RFP # 317.03-003-08 -- Do Not Open”

NOTE: One hard copy must be marked “Original.” In the event of any differences between printed and electronic versions, or problems with the CD, the contents of the hard copy marked “Original” shall prevail. Do not include any costs in the CD copy.

3.1.3 Each Proposer must submit one (1) Cost Proposal to the State in a separate, sealed package that is clearly marked:

“Cost Proposal in Response to RFP # 317.03-003-08 -- Do Not Open”

3.1.4 If a Proposer encloses the separately sealed proposals (as detailed above) in a larger package for mailing, the Proposer must clearly mark the outermost package:

“Contains Separately Sealed Technical and Cost Proposals for RFP # 317.03-003-08”

3.1.5 The State must receive all proposals in response to this RFP, at the following address, no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events.

Department of Finance and Administration
Office for Information Resources
ATTN: Mitzi Hale
17th Floor, Wm. R. Snodgrass Tennessee Tower
312 8th Avenue North
Nashville, TN 37243-1510

3.1.6 A Proposer may not deliver a proposal orally or by any means of electronic transmission.

3.2 Technical Proposal

3.2.1 The RFP Attachment 6.3, Technical Proposal and Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.

NOTICE: No pricing information shall be included in the Technical Proposal. Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal non-responsive and the State shall reject it.

3.2.2 Each Proposer must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal. Each Proposer should duplicate the Technical Proposal and Evaluation Guide and use it as a table of contents covering the Technical Proposal (adding proposal page numbers as appropriate).

- 3.2.3 Each proposal should be economically prepared, with emphasis on completeness and clarity of content. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 1/2" x 11" paper (although foldouts containing charts, spreadsheets, and oversize exhibits are permissible). All proposal pages must be numbered.
- 3.2.4 All information included in a Technical Proposal should be relevant to a specific requirement detailed in the Technical Proposal and Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will in no way contribute to the evaluation process.
- 3.2.5 The State may determine a proposal to be non-responsive and reject it if the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the Technical Proposal and Evaluation Guide.
- 3.2.6 The State may determine a proposal to be non-responsive and reject it if the Technical Proposal document fails to appropriately address / meet all of the requirements detailed in the Technical Proposal and Evaluation Guide.

3.3 Cost Proposal

- 3.3.1 The Cost Proposal must be submitted to the State in a sealed package separate from the Technical proposal.
- 3.3.2 Each Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.4, Cost Proposal and Scoring Guide.
- 3.3.3 Each Proposer shall ONLY record the proposed cost exactly as required by the Cost Proposal and Evaluation Guide and shall NOT record any other rates, amounts, or information.
- 3.3.4 The proposed cost shall incorporate all costs for services under the contract for the total contract period.
- 3.3.5 The Proposer must sign and date the Cost Proposal.
- 3.3.6 If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and reject it.

4 GENERAL REQUIREMENTS & CONTRACTING INFORMATION

4.1 Proposer Required Review and Waiver of Objections

Each Proposer must carefully review this RFP and all attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these comments/objections have not been brought to the attention of the State, in writing, by the Written Comments Deadline. The process for filing protests is set forth in Tenn. Code Ann. § 12-4-109.

4.2 RFP Amendment and Cancellation

The State reserves the unilateral right to amend this RFP in writing at any time. If an RFP amendment is issued, the State will convey such amendment to the potential proposers who submitted a Notice of Intent to Propose. Each proposal must respond to the final written RFP and any exhibits, attachments, and amendments.

The State of Tennessee reserves the right, at its sole discretion, to cancel and reissue this RFP or to cancel this RFP in its entirety in accordance with applicable laws and regulations.

4.3 Proposal Prohibitions and Right of Rejection

- 4.3.1 The State of Tennessee reserves the right, at its sole discretion, to reject any and all proposals in accordance with applicable laws and regulations.
- 4.3.2 Each proposal must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP. The State may consider any proposal that does not meet the requirements of this RFP to be non-responsive, and the State may reject such a proposal.
- 4.3.3 A proposal of alternate services (*i.e.*, a proposal that offers services different from those requested by this RFP) shall be considered non-responsive and rejected.
- 4.3.4 A Proposer may not restrict the rights of the State or otherwise qualify a proposal. The State may determine such a proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 4.3.5 A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the State may determine, at its sole discretion, the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 4.3.6 A Proposer shall not submit more than one proposal. Submitting more than one proposal shall result in the disqualification of the Proposer.
- 4.3.7 A Proposer shall not submit multiple proposals in different forms. This prohibited action shall be defined as a Proposer submitting one proposal as a prime contractor and permitting a second Proposer to submit another proposal with the first Proposer offered as a subcontractor. This restriction does not prohibit different Proposers from offering the same subcontractor as a part of their proposals, provided that the subcontractor does not also submit a proposal as a prime contractor. Submitting multiple proposals in different forms may result in the disqualification of all Proposers knowingly involved.
- 4.3.8 The State shall reject a proposal if the Cost Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other

Proposer. Regardless of the time of detection, the State shall consider any of the foregoing prohibited actions to be grounds for proposal rejection or contract termination.

4.3.9 The State shall not contract with or consider a proposal from:

4.3.9.1 an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;

4.3.9.2 a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this shall not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);

4.3.9.3 a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,

4.3.9.4 any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and such individual, company, or other entity may not submit a proposal in response to this RFP.

4.3.9.5 For the purposes of applying the requirements of RFP subsection 4.3.9, *et seq.*, an individual shall be deemed an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.

4.3.10 The State reserves the right, at its sole discretion, to waive a proposal's variances from full compliance with this RFP. If the State waives minor variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with this RFP.

4.4 Incorrect Proposal Information

If the State determines that a Proposer has provided, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive and shall be rejected.

4.5 Proposal of Additional Services

If a proposal offers services in addition to those required by and described in this RFP, the additional services may be added to the contract before contract signing at the sole discretion of the State. Notwithstanding the foregoing, a Proposer shall not propose any additional cost amount(s) or rate(s) for additional services.

NOTICE: The Proposer's Cost Proposal shall record only the proposed cost as required in this RFP and shall not record any other rates, amounts, or information. If a Proposer fails to submit a Cost Proposal as required, the State shall determine the proposal to be non-responsive and shall reject the proposal.

4.6 Assignment and Subcontracting

4.6.1 Because Federal funding is involved, the Proposer awarded a contract pursuant to this RFP may not subcontract, transfer, or assign any portion of the contract without the State or Federal Government's prior, written approval.

- 4.6.2 A subcontractor may only be substituted for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.
- 4.6.3 At its sole discretion, the State reserves the right to refuse approval of any subcontract, transfer, or assignment.
- 4.6.4 Notwithstanding State approval of each subcontractor, the Proposer, if awarded a contract pursuant to this RFP, shall be the prime contractor and shall be responsible for all work performed.

4.7 Right to Refuse Personnel

At its sole discretion, the State reserves the right to refuse any personnel, of the prime contractor or a subcontractor, for use in the performance of a contract pursuant to this RFP.

4.8 Insurance

The State may require the apparent successful Proposer to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the State may require, at its sole discretion, the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the State shall be in form and substance acceptable to the State.

4.9 Licensure

Before a contract pursuant to this RFP is signed, the apparent successful Proposer must hold all necessary, applicable business and professional licenses. The State may require any or all Proposers to submit evidence of proper licensure.

4.10 Service Location and Work Space

The service pursuant to this RFP is to be performed, completed, managed, and delivered as detailed in the RFP Attachment 6.1, *Pro Forma* Contract. Work space on the State's premises may be available for contractor use in accordance with the *pro forma* contract or at the State's discretion. Any work performed on the State's premises shall be completed during the State's standard business hours unless otherwise directed by the State.

4.11 Proposal Withdrawal

A Proposer may withdraw a submitted proposal at any time up to the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. To do so, a Proposer must submit a written request, signed by a Proposer's authorized representative to withdraw a proposal. After withdrawing a previously submitted proposal, a Proposer may submit another proposal at any time up to the Proposal Deadline.

4.12 Proposal Errors and Amendments

Each Proposer is liable for all proposal errors or omissions. A Proposer will not be allowed to alter or amend proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

4.13 Proposal Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

4.14 Disclosure of Proposal Contents

Each proposal and all materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. All proposal

information, including detailed price and cost information, shall be held in confidence during the evaluation process. Notwithstanding, a list of actual Proposers submitting timely proposals may be available to the public, upon request, directly after technical proposals are opened by the State.

Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be open for review by the public in accordance with ***Tennessee Code Annotated***, Section 10-7-504(a)(7). By submitting a proposal, the Proposer acknowledges and accepts that the full proposal contents and associated documents shall become open to public inspection.

4.15 Contractor Registration

All service contractors with state of Tennessee contracts must be registered as a potential State contractor prior to contract approval. However, registration with the state is not required to make a proposal. Any unregistered service provider must simply register as required prior to the final contract approval. Refer to the following Internet URL for more information about the contractor registration. www.state.tn.us/finance/rds/ocr/sprs.html

4.16 Contract Approval

The RFP and the contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. Contract award and State obligations pursuant thereto shall commence only after the contract is signed by the Contractor and the head of the procuring State agency and after the contract is approved and signed by all other State officials as required by State laws and regulations.

4.17 Contract Payments

All contract payments shall be made in accordance with the contract's Payment Terms and Conditions provisions (refer to RFP Attachment 6.1, *Pro Forma* Contract, Section C). No payment shall be made until the contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before contract approval by State officials as required by applicable statutes and rules of the State of Tennessee or before the contract start date or after the contract end date specified by the contract.

4.18 Contractor Performance

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the State may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the State requires such an inspection, the Contractor shall provide reasonable access and assistance.

4.19 Contract Amendment

During the course of this contract, the State may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP. In such instances, the State shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement shall be effected by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the head of the procuring State agency and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the State has issued a written contract amendment and secured all required approvals.

4.20 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision shall not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5 PROPOSAL EVALUATION & CONTRACT AWARD

5.1 Evaluation Categories and Maximum Points

The State will consider qualifications and experience, technical approach, and cost in the evaluation of proposals. The maximum points that shall be awarded for each of these categories are detailed below.

CATEGORY	MAXIMUM POINTS POSSIBLE
Qualifications and Experience	250
Technical Approach	450
Cost Proposal	300

5.2 Evaluation Process

The proposal evaluation process is designed to award the contract not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria.

- 5.2.1 The RFP Coordinator will use the RFP Attachment 6.3, Technical Proposal and Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.
 - 5.2.1.1 The RFP Coordinator will review each Technical Proposal to determine compliance with mandatory requirements (refer to RFP Attachment 6.3, Technical Proposal and Evaluation Guide, Technical Proposal Section A). If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document its determination of whether: (1) the proposal meets requirements for further evaluation; (2) the State will request clarifications or corrections; or, (3) the State will determine the proposal non-responsive to the RFP and reject it.
 - 5.2.1.2 A Proposal Evaluation Team, made up of three or more State employees, will evaluate each Technical Proposal that appears responsive to the RFP.
 - 5.2.1.3 Each Proposal Evaluation Team member will independently, evaluate each proposal against the evaluation criteria in this RFP, rather than against other proposals, and will score each in accordance with the RFP Attachment 6.3, Technical Proposal and Evaluation Guide.
 - 5.2.1.4 The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion shall be limited to specific sections of the proposal identified by the State. The subject Proposer shall put any resulting clarification in writing as may be required by the State.
- 5.2.2 After Technical Proposal evaluations are completed, the RFP Coordinator will open the Cost Proposals and use the RFP Attachment 6.4, Cost Proposal and Evaluation Guide to calculate and document the Cost Proposal scores.
- 5.2.3 For each responsive proposal, the RFP Coordinator will add the average Technical Proposal score to the Cost Proposal score (refer to RFP Attachment 6.5, Proposal Score Summary Matrix).

5.3 Contract Award Process

- 5.3.1 The RFP Coordinator will forward the results of the proposal evaluation process to the head of the procuring agency who will consider the proposal evaluation process results and all pertinent

information available to make a determination about the contract award. The State reserves the right to make an award without further discussion of any proposal.

Notwithstanding the foregoing, to effect a contract award to a proposer other than the one receiving the highest evaluation score, the head of the procuring agency must provide written justification for such an award and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.

- 5.3.2 After the agency head's determination, the State will issue an Evaluation Notice to identify the apparent best-evaluated proposal on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

- 5.3.3 The State will also make the RFP files available for public inspection on the Evaluation Notice date detailed in the RFP Section 2, Schedule of Events.
- 5.3.4 The State will forward the results of the proposal evaluation process and the apparent best-evaluated proposal to the Administration for Children and Families (ACF), U.S. Department of Health and Human Services (U.S. DHHS) for review and approval.
- 5.3.5 The Proposer with the apparent best-evaluated proposal must agree to and sign a contract with the State which shall be substantially the same as the RFP Attachment 6.1, *Pro Forma* Contract.

However, the State reserves the right, at its sole discretion, to add terms and conditions or to revise *pro forma* contract requirements in the State's best interests subsequent to this RFP process. No such terms and conditions or revision of contract requirements shall materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP process.

- 5.3.6 The Proposer with the apparent best-evaluated proposal must sign and return the contract drawn by the State pursuant to this RFP no later than the Contract Signature Deadline date detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to the terms of this RFP and reject the proposal.
- 5.3.7 If the State determines that the apparent best-evaluated proposal is non-responsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each responsive Cost Proposal to determine the new, apparent best-evaluated proposal.

ATTACHMENT 6.1**PRO FORMA CONTRACT**

The *pro forma* contract detailed in this attachment contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from this RFP.

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
CONTRACTOR NAME**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the “State” and **CONTRACTOR LEGAL ENTITY NAME**, hereinafter referred to as the “Contractor,” is for the provision of Quality Assurance / Independent Verification and Validation (QA / IV&V) services, as further defined in the “SCOPE OF SERVICES.”

The Contractor is **A/AN INDIVIDUAL, FOR-PROFIT CORPORATION, NON-PROFIT CORPORATION, SPECIAL PURPOSE CORPORATION OR ASSOCIATION, PARTNERSHIP, JOINT VENTURE, OR LIMITED LIABILITY COMPANY.**

Contractor Federal Employer Identification or Social Security Number: **ID NUMBER**

Contractor Place of Incorporation or Organization: **LOCATION**

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all services and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. General Scope of the QA / IV&V Project. The Contractor will provide QA / IV & V services for the Statewide Automated Child Welfare Information System (SACWIS) Project by monitoring and tracking the processes, products, and deliverables of both the SACWIS Implementation Vendor (SIV) and the State. The State will use Microsoft Project Server 2007 that will be used to track progress, issues, risks and resolutions as well as become the repository for outputs under version control.
 - A.2.a. The Contractor shall provide all contract services and deliverables under the oversight of the Statewide Automated Child Welfare Information System (SACWIS) Steering Committee. The SACWIS Steering Committee is an Executive-Level committee whose members come from the Department of Finance and Administration and the Department of Children's Services (DCS) and includes the Commissioner of DCS, Deputy Commissioners of DCS, the Deputy Chief Information Officer (CIO), the Office for Information Resources (OIR) Director for Project Management, and a member of the State's Quality Assurance staff.
 - A.2.b. The Contractor must work with the State's Quality Assurance organization and follow their policies and procedures in establishing the quality environment and providing quality management services for this Contract. The State's Quality Assurance policies and procedures are included in this Contract and in Contract Attachment D (Project Quality Management and Testing Requirements).
- A.3. Types of Services. At a minimum, the Contractor shall provide the following:
 - a. Project Quality Management – develop and implement the QM Plan, standards and quality management processes, quality checklists, quality controls, metrics, monitoring and analysis. Provide oversight of the baseline project plan. Provide QM presentations as necessary.

- b. Assessment – review of key project documentation (i.e., business requirements, technical documentation, management plans and project reports) and interviews with key business and technical staff.
- c. Quality control activities over products and processes and deliverables. Monitor and review and report on QC activities and deliverables.
- d. Monitoring and reporting of activities and deliverables of the SIV.
- e. Independent quality assurance activities and reports. Review and evaluate and report on QA for all major activities and phases of the SACWIS project.
- f. Evaluate, identify and recommend adjustments to required activities, tasks, resources, schedule and scope.
- g. Review, evaluate and report on Risk Assessment. Ongoing risk notification and monitoring. Quarterly risk analysis and QA on the Project.
- h. Review, evaluate and report on security test plans and execution.
- i. Review, evaluate and report on conversion of legacy system databases and data.

These services are further detailed in Contract Sections below and the Contract Attachments.

A.4. Project Quality Management and Testing Requirements. Project Quality Management and Testing must be provided per the detailed guidance in Contract Attachment D (Project Quality Management and Testing Requirements).

A.4.a Quality Management Plan. Within forty-five (45) calendar days of the QA / IV&V start date, the QA / IV&V Contractor will develop an initial QM Plan for the project. A copy of the initial and final QM Plan will be provided to ACF. The Contractor will maintain and keep this plan up-to-date throughout each of the contract phases. The QM Plan will show both State and Contractor respective responsibilities and planned activities regarding project quality. The QM Plan deliverable should be based on IEEE Std 730-1998 (or current release). It must cover, at a minimum, the following topics from the standard:

- i. Purpose and scope of the plan, including identifying related project management documents.
- ii. Project quality objectives and the metrics needed to assess progress toward those objectives. Each identified metric will be fully defined in terms of:
 - o Purpose and expected use.
 - o Definition of data elements used in the metric.
 - o Collection, calculation, and reporting method, schedule, and responsibility.
- iii. Standards to be used in the project (these may be references to external documents).
- iv. Quality control activities (those performed by both the Contractor and State).
- v. Executive-level, milestone or payment-point review activities.
- vi. Other quality management activities such as Contractor self-assessments and project defect reporting and resolution processes.
- vii. The Contractor shall schedule tasks and resources in the Quality Assurance (QA) Work Plan described below, to accomplish the QM Plan's defined activities. Where such activities require State tasks and resources, the Contractor shall obtain commitments from the State and incorporate them into the QA Work Plan.
- viii. The Contractor and State shall each provide a sign-off that the QM Plan is accurate and that each will meet its responsibilities as defined in the plan.
- ix. The State and Contractor shall work together to keep the QM Plan up to date with current activities and responsibilities. The Contractor must obtain prior State approval to change Contractor activities and responsibilities documented in the QM Plan.

- x. The Contractor shall periodically review the QM Plan and evaluate project performance against the planned goals and objectives. To support this self-assessment, the Contractor shall collect and maintain records on the operation of its quality processes and controls using State-standard tools.
- A.4.b. The State may, at its sole discretion, perform one or more assessments of project quality performance. The assessment will evaluate project performance against the QM Plan goals and objectives and will provide written recommendations for improvements to project management and higher-level management as needed. The Contractor shall make project records, work papers, and project team members available to the State upon request to support the assessment. The Contractor shall implement process improvements on the project as recommended by the assessment and directed by State project management.
- A.4.c. The State may perform quality assurance assessments periodically (at most monthly) throughout the project if it determines that there is a need for ongoing monitoring of project quality performance.
- A.5. Review and Acceptance of Deliverables
 - A.5.a. The QA / IV&V Contractor shall be fully responsible for the quality (completeness, correctness, and usability) of all deliverables described throughout the Scope of Services and Contract Attachments. The minimum SIV task and deliverables that the QA / IV & V Contractor will be responsible for will include those detailed in Contract Sections A.11 through A.17 and any additional deliverables proposed by the SIV and agreed to by the State.
 - A.5.b. Once the SIV Contractor has submitted the deliverable to the QA / IV & V Contractor, the QA / IV&V Contractor will have five (5) business days to verify the quality of each deliverable before submitting it for State review and approval. By submitting a deliverable, the QA / IV&V Contractor affirms that, to the best of its knowledge and understanding at that time, the deliverable meets State acceptance criteria. The QA / IV&V Contractor shall work with the SIV Contractor as applicable to correct all deficiencies in deliverables as reported in writing and as required by the State. The QA / IV&V Contractor must be prepared to submit deliverables for multiple review cycles. All deficiencies will be identified and tracked to resolution using the Microsoft Project Server 2007 tool.
 - A.5.c. The State is the sole judge of any deliverable's acceptability. When the deliverable is acceptable, the State will document this in writing. The QA / IV&V Contractor shall not rely on any verbal commitment from the State regarding deliverable acceptability. The State will not consider any deliverable to be final or eligible for payment until the deliverable has received written State approval. The State will provide reasonable but limited support to the QA / IV&V Contractor for producing acceptable deliverables. This support may include pre-defined acceptance criteria, limited access to business subject matter experts, technical staff, relevant documentation, or other resources, as the State deems appropriate.
 - A.5.d. The State will subject each deliverable that it receives into the review process to an in-depth review. The review will consider the following deliverable characteristics:
 - i. Completeness (full coverage of all topics within the defined scope of the deliverable)
 - ii. Accuracy, correctness
 - iii. Level of detail (sufficient to prevent, minimize, avoid errors when used as intended)
 - iv. Usability (clarity, conciseness, consistency)
 - v. Conformance to applicable State standards
 - vi. Pervasiveness of cosmetic errors (spelling, grammar, syntax, etc.)
 - A.5.e. The State will complete its in-depth review and provide review results in writing to the QA / IV&V Contractor within a time frame determined by the scope and complexity of the deliverable, but not to exceed fifteen (15) business days. The review cycle will begin on the next business day after the date the QA / IV&V Contractor submits the deliverable to the State for review. The State will formally communicate to the QA / IV&V Contractor in writing all deficiencies found in a deliverable.

A.6. Quality Assurance (QA) Work Plan. Within forty-five (45) calendar days of the QA / IV&V start date, the QA / IV&V Contractor will develop an initial QA Work Plan. The QA / IV&V Contractor will maintain an up-to-date QA Work Plan of all project tasks, activities and resources including a project schedule detailing estimated start and completion dates, actual start and completion dates, estimated and actual task hours, the resource(s) allocated for each task, any predecessors or dependencies associated with the task, and completion percentages for all in-process tasks. The State expects that the QA Work Plan will be documented and updated on an on-going basis to reflect the current status of the project. Both the State and the SIV will provide the QA / IV&V Contractor with the information and assistance necessary to timely and thoroughly verify and validate project status and quality / accuracy of deliverable work products. The QA / IV&V Contractor will modify and synchronize the QA Work Plan with the winning SIV proposal. The QA Work Plan must meet the following general requirements:

- a. Detail the QA / IV&V Contractor's plans and approaches to completing all tasks
- b. Update in conjunction with the weekly, monthly and quarterly reporting requirements
- c. Allow the State fifteen (15) business days to review the QA / IV&V deliverables (the weekly, monthly and quarterly status reports do not require a 15 day deliverable review).

A.7. QA Status and Activity Documentation / Meetings. Unless otherwise stated in this contract, any and all tasks requiring documentation, including but not limited to assessments, analysis, and recommendations, must be submitted in writing using Microsoft Word to the SACWIS Steering Committee as follows: two (2) hard copies and one (1) electronic copy on CD or via email. After the SACWIS Steering Committee has had an opportunity to review and comment, then the original documentation with State comments attached will be forwarded in hard and electronic copy to the Administration of Children and Families for review and comment.

A.7.a. Weekly Reporting Requirements. The QA / IV&V Contractor shall be required to attend weekly meetings and submit weekly status reports that identify and address issues as they arise. Topics to be covered include:

- i. An overview of key project events occurring in the prior week
- ii. A discussion of any departures from the project schedule along with the reasons for the departures and recommendations for getting back on schedule
- iii. A preview of critical project events coming up in the near future
- iv. An overview of staffing changes or concerns
- v. A listing of all open action items
- vi. An overview of any identified risk factors
- vii. An overview of resolutions to any action items or issues since the last report
- viii. A general overview of the project status

A.7.b. Monthly Reporting Requirements. The QA / IV&V Contractor will be required to submit a monthly QA Status and Activity Report that includes the major QA activities accomplished for the current reporting period and QA activities planned for the next review period. The report should include an assessment of the effectiveness of the SIV and the State and provide definitive answers to the questions in the following areas:

- i. Have constraints and their potential impact on the organizational structure been identified?
- ii. Is information channeled effectively? Is feedback processed appropriately?
- iii. Is there an adequate level of stakeholder participation?
- iv. Has there been a quantitative assessment of staffing levels to ascertain the appropriate level of involvement? Are individuals participating at the expected level?
- v. Is a formalized critical path in place? Is it inclusive? Are directional changes incorporated at the point of occurrence?

- vi. What is the methodology for ensuring timeframes are met and potential delays identified?
- vii. Are key determinations made at the appropriate juncture, at the appropriate level, and do they produce the appropriate solution?
- viii. Are the milestones valid? Will they be achieved based on the existing detailed work plans?
- ix. Are the appropriate techniques and procedures being used for problem resolution?
- x. Do deadlines reflect current project status, are they being met, and are they reasonable?

A.7.c. Quarterly Reporting Requirements. At a minimum, the QA / IV&V Contractor must provide the State with an Analysis / Risk Assessment Report on a quarterly basis throughout the period of the Contract. In addition, the QA / IV&V Contractor must deliver risk assessment and project status presentations to the SACWIS Steering Committee and other stakeholders on an as-requested basis. This task will provide the committee members and stakeholders with a verbal and written assessment of the project status and make recommendations on any risk mitigation or corrective action necessary to keep the project on schedule.

A.7.d. Summary Reporting Requirements. The QA / IV&V Contractor will submit a summary report to the State SACWIS Project Director and the SACWIS Steering Committee within two business days after discovery of the following:

- i. Any and all significant or serious deficiencies, risks, or concerns with the SACWIS' quality, design, development or implementation.
- ii. Any other circumstances which have caused or may cause a negative impact on the project, the SACWIS, its design, development, implementation, cost, or time for completion.

The intent of the Summary Report is for the QA / IV&V Contractor to report issues which, in the judgment of the QA / IV&V Contractor, are of sufficient magnitude that they should not wait until the issuance of the weekly report before being brought to the attention of the State.

A.7.e. Prepare and Submit APD. During the period of the contract, the QA / IV&V Contractor will assist the State in preparing and submitting to the Administration for Children and Families (ACF) the annual Advanced Planning Document Updates (APDU) and any As-Needed APDs for the SACWIS implementation.

A.7.f. Weekly Status Meetings. The QA / IV&V Contractor must attend and participate in weekly project status meetings with the State and SIV and identify any other threats to the project schedule and / or to the project plan and recommend mitigation strategies.

A.8. Additional Work. The State may request, at its sole discretion, Consulting Services to perform additional work related to the enhancement or modification, not correction, of the SACWIS QA / IV&V. Remuneration for any such Consulting Services shall be based on the applicable "contingent" payment rate(s) detailed in Section C.3.b of this Contract.

A.8.a. There is no guarantee that the State will use any of the QA / IV&V Contractor's Consulting Services. The State retains full control as to the timing and usage of Consulting Services.

A.9. Consulting Services.

A.9.a. If the State requests additional work, as detailed in Section A.8 above, the QA / IV&V Contractor will be required to provide a highly skilled and experienced team of quality assurance professionals to ensure effective quality assurance processes and monitoring activities. The proposed individuals should possess the requisite skills and certifications for the roles they are filling. At a minimum, all individuals must:

- i. Possess exceptional interpersonal skills and the ability to work effectively in a fast-paced, team-oriented environment

- ii. Must be able to proficiently read and speak the English language;
- iii. Possess advanced writing, verbal, and presentation skills;
- iv. Be able to work independently, leverage previous experience, and lead specific tasks; and
- v. Be knowledgeable in system requirements definition and analysis, system design, project management, test plan definition and execution, and performance measurement.

In addition, the following general qualifications are preferred but not required:

- vi. Possess training and certifications in relevant areas such as:
 - o Project Management Professional (PMP)
 - o American Society for Quality (ASQ)
 - o Certified Quality Auditor
 - o Professional Risk Management (PRM)
 - o Other related certifications such as Certified Information Systems Auditor
- vii. Have recent (within the past 3 years) experience in QA auditing and project management.

A.9.b. The QA / IV&V Contractor must provide Contractor Personnel with the following job classifications and qualifications:

- i. Quality Assurance Manager (Key Personnel). The QA Manager, at a minimum, shall have the following qualifications:
 - o 5 years recent experience as a project manager of substantive Automated Data Processing projects involving monitoring and overseeing systems development and design, including formulation and enforcement of standards and procedures to support the entire System Development Life Cycle (SDLC);
 - o 5 years experience in QA / IV&V for a total of 10 years experience overall;
 - o Recent, direct management or analysis experience within federal and / or state government systems environment, particularly title IV-B and / or IV-E systems;
 - o A Bachelor of Science (BS) or Arts (BA) degree from an accredited institution; preferably in business administration, computer or management science, or a related field.

The responsibilities of the QA Manager will typically include the following:

- o Organizing, directing, and coordinating planning and production of all QA contract technical services activities.
- o Providing oral and written communications with all levels of management for planning and control of the project.
- o Interfacing with all levels of government and implementation contractor management.
- o Formulating and monitoring plans and schedules, determining and controlling costs, and ensuring conformance with project requirements, standards, practices, and procedures.
- o Assigning, scheduling, and reviewing work of subordinates.
- o Interpreting policies, purposes, and goals of the organization for subordinates.
- ii. Senior Quality Assurance Analyst(s) (Key Personnel). The Senior Quality Assurance Analyst(s), at a minimum, shall have the following qualifications:
 - o Minimum of three years experience in large-scale government system implementations and at least three years experience in QA / IV&V for a total of six years experience overall.

- Recent, direct analysis experience within state or federal government systems environment, particularly title IV-B and / or IV-E systems.
- A Bachelor of Science (BS) or Arts (BA) degree from an accredited institution; preferably in business administration, computer or management science, or extensive experience in projects similar to this one may be substituted for specifically related undergraduate degree.

The responsibilities of the Senior Quality Assurance Analyst(s) will typically include the following:

- Under the supervision of the QA Manager, performs and leads all aspects of analysis and design and assures that development and implementation of the SACWIS is satisfactory.
- Performs supervisory, technical, and administrative direction for personnel monitoring software development and modification, reviews products for correctness, ensures adherence to the design concept and project standards, and validates progress per schedules.
- Provides highly technical expertise and guidance for applications software, quality assurance, quality control, and use of software tools.
- Provides oral and written communications with QA contract management for planning and control of task assignment performance.
- Interfaces with appropriate levels of government and implementation contractor management and staff to plan and present new / modified software concepts and develop test plans.
- Perform other QA duties as determined by the QA Manager.

iii. Quality Assurance Analyst(s). The Quality Assurance Analyst(s), at a minimum, shall have the following qualifications:

- Bachelor degree preferred; minimum of three years experience in QA / IV&V in a position that requires review of internal processes, such as quality control, application review and / or functional / performance testing.
- Written communications skills for preparing narrative assessment reports, correspondence, and instruction, demonstrating the ability to capture ideas in writing, using correct grammar.
- Analytical skills for conducting internal assessments, understanding and applying standards consistently, and addressing situational nuances.
- Problem solving skills for handling unexpected audit situations.

The responsibilities of the Quality Assurance Analyst(s) will typically include the following:

- Perform quality reviews and quality control of the SACWIS Implementation Vendor performance against federal and state requirements.
- Gathers and analyzes quality statistics to determine trends and document findings for management.
- Perform functional / performance testing as required.
- Perform other QA duties as determined by the QA Manager.

iv. Quality Assurance Assistant. The Quality Assurance Assistant, at a minimum, shall have the following qualifications:

- Practical experience in managing documents and data within an electronic database.
- Skilled in using a variety of computer based products and office tools.

The responsibilities of the QA Assistant will typically include the following:

- Performing a wide variety of activities pertaining to assuring compliance with applicable regulatory requirements by conducting audits, data and documentation reviews and analysis.

- Work on problems of moderate scope where analysis of situation or data requires a review of identifiable factors.
- Perform other QA duties and responsibilities as determined by the QA Manager.

The QA / IV&V Contractor shall assign all personnel, as identified in their proposal, to complete all of their planned and assigned responsibilities in connection with performance of the obligations of the QA / IV&V Contractor under this contract.

- A.9.c. The State shall have the right to approve the assignment and replacement by the QA / IV&V Contractor of all personnel assigned to provide services. Before assigning an individual to any of these positions, the QA / IV&V Contractor shall notify the State of the proposed assignment, shall introduce the individual to the appropriate representatives of the State, and shall provide to the State a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting approval. The State will approve or disapprove an individual's assignment no later than one (1) business day after the receipt of all requested information and/or completion of a requested interview, depending on which event occurs last.

In the event any one of the Key Personnel (identified above as the Quality Assurance Manager and Senior Quality Assurance Analyst) is reassigned, becomes incapacitated, or ceases to be employed by the QA / IV&V Contractor and therefore becomes unable to perform the functions or responsibilities assigned to him or her, the QA / IV&V Contractor shall:

- i. within five (5) business days, temporarily replace such person with another person properly qualified to perform the functions of such replaced person, and
- ii. within twenty (20) business days, permanently replace such replaced person with another person approved by the State and properly qualified to perform the functions of such replaced person.

The State reserves the right to require the QA / IV&V Contractor to replace Contractor and / or subcontractor employees whom the State judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the State.

Before a written request is issued, authorized representatives of the State and the QA / IV&V Contractor will discuss the circumstances. Upon receipt of a written request from an authorized representative of the State, the QA / IV&V Contractor shall be required to proceed with the replacement. The replacement request will include the desired replacement date and the reason for the request. The QA / IV&V Contractor shall use its best efforts to effect the replacement in a manner that does not degrade service quality. This provision will not be deemed to give the State the right to require the QA / IV&V Contractor to terminate any Contractor employee's employment. Rather, this provision is intended to give the State only the right to require that the QA / IV&V Contractor discontinue using an employee in the performance of services for the State.

All QA / IV&V Contractor personnel must review the Acceptable Use Policy for Network Access Rights and Obligations and sign the User Agreement Acknowledgement located at Contract Attachment B.

- A.10. Planning and Initiation Tasks and Deliverables. The QA / IV&V Contractor shall complete the following Planning and Initiation Tasks and Deliverables within forty-five (45) calendar days of the QA / IV&V start date, or as otherwise noted below. The State understands that some tasks are dependent upon the SIV Contract Start date and deliverable dates may need to be adjusted.
- A.10.a. State's Structure and Business Practices. Within forty-five (45) calendar days of the QA / IV&V start date, the QA / IV&V Contractor must familiarize the QA / IV&V staff with the structure and business practices of the Department of Children's Services. This task may be accomplished through State-facilitated county office visits, reviewing documentation, and other methods as approved by the State. If county office visits are deemed necessary, we expect these visits to be limited to no more than three nearby counties and the visits are not expected to involve overnight travel. Travel will be compensated per C.4 (Travel Compensation).

- A.10.b. Review of ACF Materials. Within forty-five (45) calendar days of the QA / IV&V start date, the QA / IV&V Contractor must review all appropriate ACF-provided materials, including but not limited to the SACWIS Review and Assessment Guide (SARGe), ACF Program Instructions, Action Transmittals, Information Memoranda, and other federal SACWIS-related program evaluation guides. ACF materials pertaining to SACWIS can be found at:

<http://www.acf.dhhs.gov/programs/cb/systems/index.htm#sacwis>

- A.10.c. Develop and Maintain the Quality Management Plan. Within forty-five (45) calendar days of the QA / IV&V start date, the QA / IV&V Contractor must develop the initial QM Plan per A.4 above. Afterwards, the QA / IV&V Contractor will maintain and keep this QM Plan up-to-date throughout the remaining contract phases.
- A.10.d. Develop and Maintain the Quality Assurance Work Plan. Within forty-five (45) calendar days of the QA / IV&V start date, the QA / IV&V Contractor must develop the initial Quality Assurance Work Plan per A.6 above. The QA / IV&V Contractor will synchronize the QA Work Plan with the winning SIV proposer. Afterwards, the QA / IV&V Contractor will maintain and keep this Quality Assurance Work Plan up-to-date throughout the remaining contract phases.
- A.10.e Develop an Issue and Action Item Management Plan. Within forty-five (45) calendar days of the QA / IV&V start date, the QA / IV&V Contractor must develop the initial Issue and Action Item Management Plan that will be used to track issues noted by the QA / IV&V Contractor as requiring resolution. This tool shall track all open items and indicate who is responsible for the resolution, action needed, and due date. Afterwards, the QA / IV&V Contractor will maintain and keep this Issue and Action Item Management Plan up-to-date throughout the remaining contract phases.
- A.10.f. Project Plan Assessment Report(s). Within forty-five (45) calendar days of the QA / IV&V start date, the QA / IV&V Contractor must provide project plan assessment report(s) as described below:
- i. Project Structure - the QA / IV&V Contractor must review and evaluate the overall project structure (State and SIV) and assess the project team's ability to perform and meet the goals and objectives as set out in the SACWIS RFP.
 - ii. Project Plan - the QA / IV&V Contractor must review the proposal of the SIV selected by the State and provide the State with an assessment of the adequacy and feasibility of the project plan and schedule. This assessment should provide specific areas of concern, if any, the rationale for the concern and recommendations for specific mitigation strategies, if appropriate.
 - iii. Project Management Methodology - the QA / IV&V Contractor must review and evaluate the proposed project management methodology of the State and SIV to ensure that it follows industry standards and adequately addresses all components of the system development process.
- A.10.g. Develop Deliverable Review and Document Control Process. Within forty-five (45) calendar days of the QA / IV&V start date, the QA / IV&V Contractor must prepare and obtain State approval of the procedures to be used in the QA review of project plans, schedules, activities, and deliverables of the selected SIV. The QA / IV&V Contractor shall also obtain State approval of the formats for all status reports. The QA / IV&V Contractor shall use document tracking tool(s) approved or specified by the State and develop the document control procedures to be used for all project reviews and reports. These procedures are to ensure that critical project documentation is maintained in a structured and secure manner.
- A.10.h. Dispute Resolution Process. Disputes between the QA / IV&V Contractor and the SACWIS Implementation Vendor with respect to project activities and deliverables under QA / IV&V review will be resolved at the lowest possible level. The QA / IV&V Contractor and SIV Management should meet to discuss and come to a mutually agreeable solution to any issues that arise. If the issue cannot be resolved at this level, the QA / IV&V Contractor and SIV management will meet with the State's SACWIS Project Director to resolve the issue. If the issue cannot be resolved at the SACWIS Project Director level, then the issue will be presented to the SACWIS Steering Committee for resolution.

- A.10.i. Prepare APD Updates. The QA / IV&V Contractor shall assist the State annually with preparing updates as needed to the SACWIS Advanced Planning Document (APD) throughout the contract period.
- A.11. SACWIS Implementation Vendor (SIV) Tasks and Deliverables. The QA / IV&V Contractor shall monitor and assess the overall performance of the SIV and the State during each phase of the SACWIS Project. The QA / IV&V Contractor must review and evaluate the SIV and State tasks and deliverables as set out in the SACWIS RFP, and any additional deliverables proposed by the SIV and agreed to by the State. The SIV Deliverable Phases are: Requirements Validations Phase; Design Phase; Construction Phase; Acceptance Phase; Implementation Phase; and Closeout Phase. These Phases, and their associated tasks and deliverables, are described in Contract Sections A.12 through A.17 below.
- A.12. Requirements Validation Phase Tasks and Deliverables. The minimum SIV Deliverables for the Requirements Validation Phase include:

SIV DELIVERABLES AND PRODUCTS	SIV SCHEDULE OF DELIVERY
Project Management Plan	60 calendar days from Contract Start Date
Management Plan	60 calendar days from Contract Start Date
Communications Plan	60 calendar days from Contract Start Date
Technical Plan and Approach	60 calendar days from Contract Start Date
Work Plan (MS Project)	60 calendar days from Contract Start Date
Quality Management Plan	60 calendar days from Contract Start Date
Configuration Management Plan	60 calendar days from Contract Start Date
Risk Management Plan	60 calendar days from Contract Start Date
Knowledge Transfer Plan	60 calendar days from Contract Start Date
Detailed Requirements Document	End of Phase Deliverable
Requirements Traceability Matrix	End of Phase Deliverable

The QA / IV&V Contractor will deliver the first iteration of the Quality Management Plan and Quality Assurance Project Work Plan during this phase; and the QA / IV&V Contractor must update these plans as described above in section A.6.

- A.12.a. The QA / IV&V Contractor will issue a written report as to the degree to which each SIV deliverable meets State requirements and the terms of the Contract, including a recommendation that the State accept or reject the deliverable and the justification for the recommendation.
- A.12.b. The QA / IV&V Contractor shall recommend corrective action when activities or deliverables fail to achieve the standards established in the QM Plan, SACWIS RFP, the SIV's proposal, or the Contract.
- A.12.c. Requirements Traceability Matrix. The QA / IV&V Contractor must use the SIV's Requirements Traceability Matrix to map to the State and ACF / federal SACWIS requirements to ensure that all State and federal functional, business and technical requirements are being addressed. This will be an ongoing task throughout the remainder of the SACWIS project phases.
- A.12.d. SARGe Updates. The QA / IV&V Contractor will assist the State in preparing SARGe Updates as described below. The SARGe can be found at:

<http://www.acf.hhs.gov/programs/cb/systems/sacwis/sacwisreviewguide/sacwisreviewguide.pdf>

- i. The SACWIS Assessment Review Guide (SARGe) is a 109 page guidance document provided by the Administration for Children and Families for use by States in preparing for the ACF SACWIS Assessment Review (SAR). The SAR is based on the requirements of law, implementing regulations, the SACWIS Action Transmittals (AT) and Program Instructions (PI), the State's approved APD, State contract documents, and any additional policy guidance or conditions provided to the State. Most of the supporting documents that will accompany the SARGe are developed as part of the overall system development project.

- ii. The QA / IV&V Contractor must update the SARGE within 15 business days as deliverables are completed by the SACWIS Implementation Vendor and accepted by the State to keep the document current. This will be an ongoing task throughout the SACWIS project phases.

A.12.e. QA Status and Activity Documentation / Meetings. The QA / IV&V Contractor must accomplish the QA Status and Activity Documentation / Meetings per the requirements listed in Section A.7 above. This will be an ongoing task throughout the remainder of the SACWIS project phases.

A.12.f. Configuration Management and Tracking. The QA / IV&V Contractor must ensure that appropriate configuration management and tracking has been established by the SIV and State and that software defects are addressed in a timely fashion. The State will establish a configuration control board for this project. Based upon State provided guidance, the QA / IV&V Contractor will review and recommend priority for fixes and enhancements for software defects and other issues that arise.

A.12.g. Recap of QA Deliverables for Requirements Validation Phase. The QA / IV&V Contractor will provide the following deliverables for the Requirements Validation Phase:

- i. Written Report for each SIV deliverable in Section A.12 which includes a recommendation to the State to accept or reject the deliverable.
- ii. Written recommendations for corrective action needed for activities or deliverables failing to attain established standards.
- iii. Ongoing maintenance of QM and QA plans.

A.13. Design Phase Tasks and Deliverables. The minimum SIV Deliverables for the Design Phase are included in the following table:

SIV DELIVERABLES AND PRODUCTS	SIV SCHEDULE OF DELIVERY
Update Previous Phase Deliverables	As changes occur
Security Plan	During Design Phase
Data Management Plan	End of Phase Deliverable
Configuration and Capacity Planning Information	End of Phase Deliverable
Data Requirements Definition	End of Phase Deliverable
Logical Data Model	End of Phase Deliverable
Physical Data Model	End of Phase Deliverable
Security Design	End of Phase Deliverable
Production Space Requirements	End of Phase Deliverable
Data Conversion & Migration Requirements	End of Phase Deliverable
Backup and Recovery Requirements	End of Phase Deliverable
Design Document	End of Phase Deliverable
General Design	End of Phase Deliverable
Detailed Design	End of Phase Deliverable

The State expects that the QM Plan and QA Work Plan will be documented and updated during this phase to reflect the current status of the project.

A.13.a. Database Analysis. The QA / IV&V Contractor will evaluate the database design as part of the design review process to include the following:

- i. Physical Limitations Analysis - Identify the physical limitations of the database, such as maximum number of records, maximum record length, largest numeric value, smallest numeric value, and maximum array length in a data structure and compare them to designated values.
- ii. Index vs. Storage Analysis - Analyze the use of multiple indexes compared to the volume of stored data to determine if the proposed approach meets the requirements for data retrieval performance and size constraints.

- iii. Data Structures Analysis - Review the use of data structures for potential impact on requirements for data storage and retrieval.
- iv. Backup and Disaster Recovery Analysis - Review the methods employed for backup against the requirements or data recovery and system disaster recovery and identify deficiencies.

A.13.b. Assess the Impact of Scope of Work Changes. The QA / IV&V Contractor will assess the impact of scope of work changes as described below:

- i. The QA / IV&V Contractor must assess the impact of changes being proposed to the SIV scope of work during the Design Phase and throughout the Contract. The following process will be followed for assessing the impact of proposed changes to the scope of work:
- ii. A Change Request will be generated by the SACWIS Implementation Vendor describing the change and why it is important that the requirements change(s) be made and forwarded to the State SACWIS Project Director.
- iii. The State SACWIS Project Director will review the change request to determine the validity of the requested change to approved requirements / scope of work. If the change request is valid, the Change Request will be forwarded to the QA Manager.
- iv. The QA / IV&V Contractor will provide an assessment within 5 business days on how the change will impact the SACWIS project (summarize impact to functional, technical, quality, and implementation (e.g., cost/schedule) requirements, whether the change is necessary, how the change affects work already completed.
- v. The State SACWIS Project Director will review the assessment within 2 business days and make a recommendation to the SACWIS Steering Committee.
- vi. The SACWIS Steering Committee will review the Change Request(s) and formally approve / disapprove the request within 15 business days of receiving the Change Request.

A.13.c. Responses to Discrepancies. The QA / IV&V Contractor must review and report on the sufficiency of the SIV's written response to discrepancies identified during this and subsequent project phases with particular emphasis on preparation and conduct of testing.

A.13.d. Recap of QA Deliverables for Design Phase. The QA / IV&V Contractor will provide the following deliverables for the Design Phase:

- i. Written report for each SIV Deliverable in Section A.13 above.
- ii. Database Analysis.
- iii. Change Request Assessment Report.

A.14. Construction Phase Tasks and Deliverables. The minimum SIV Deliverables for the Construction Phase are included in the following table:

SIV DELIVERABLES AND PRODUCTS	SIV SCHEDULE OF DELIVERY
Update Previous Phase Deliverables	As changes occur
Prepare Test Documentation	End of Phase Deliverable
Test Strategy	End of Phase Deliverable
Test Management Plan	End of Phase Deliverable
Integration Test Plan	End of Phase Deliverable
System Test Plan	End of Phase Deliverable
Capacity Evaluation Plan	End of Phase Deliverable
Capacity Evaluation Report	End of Phase Deliverable
Acceptance Test Plan	End of Phase Deliverable

- Functional Testing	End of Phase Deliverable
- Performance / Load Testing	End of Phase Deliverable
- Interface Testing	End of Phase Deliverable
Prepare Implementation Plan	End of Phase Deliverable
Training Approach	End of Phase Deliverable
Implementation Approach	End of Phase Deliverable
Contingency Approach	End of Phase Deliverable

The State expects that the QM Plan and QA Work Plan will be documented and updated during this phase to reflect the current status of the project.

- A.14.a. System Verification and Validation. The QA / IV&V Contractor must assist the State in verifying and validating that all construction / development, testing, and installation of software is done in such a manner that it meets all the State's business, functional and technical requirements of the system and is compliant with any relevant federal compliance requirements. This will be an ongoing task throughout the remainder of the project phases.

The QA / IV&V Contractor, with the State and SIV Contractor, will participate in the following walk-throughs:

- i. Design - Participate in a walk-through of the design and updates of the design to ensure completeness, correctness, technical integrity, and quality.
- ii. Requirements - Participate in a walk-through of the requirements specification to ensure that the software requirements are correct, unambiguous, complete, verifiable, consistent, modifiable, traceable, testable, and usable throughout the lifecycle.
- iii. Source Code - Participate in a walk-through of the source code to ensure that the code is complete, correct, maintainable, free from logic errors, conforms to coding standards and conventions, and will operate efficiently.
- iv. Test - Participate in a walk-through of the test documentation to ensure that the planned testing is correct, complete, and that the test results will be correctly analyzed.

- A.14.b. Recap of QA Deliverables for the Construction Phase. The QA / IV&V Contractor will provide the following deliverables for the Construction Phase:

- i. Written report for each SIV Deliverable in A.14 above.
- ii. System Verification and Validation throughout the remainder of the project phases.
- iii. Source Code and Source Code Documentation Evaluation – Evaluate the source code components (source code and source code documentation) for correctness, consistency, completeness, accuracy, readability, and testability. The task criteria are:
 - (1) Correctness
 - a. Verify and validate that the source code component satisfies the software design.
 - b. Verify that the source code components comply with standards, references, regulations, policies, physical laws, and business rules.
 - c. Validate the source code component sequences of states and state changes using logic and data flows coupled with domain expertise, prototyping results, engineering principles, or other basis.
 - d. Validate that the flow of data and control satisfy functionality and performance requirements.
 - e. Validate data usage and format.
 - f. Assess the appropriateness of coding methods and standards.

- (2) Consistency
 - a. Verify that all terms and code concepts are documented consistently.
 - b. Verify that there is internal consistency between the source code components.
 - c. Validate external consistency with the software design and requirements.
- (3) Completeness
 - a. Verify that the following elements are in the source code, within the assumptions and constraints of the system:
 - o Functionality (e.g., algorithms, state / mode definitions, input / output validation, exception handling, reporting and logging).
 - o Process definition and scheduling.
 - o Hardware, Software, and User Interface Description.
 - o Performance Criteria (e.g., timing, sizing, speed, capacity, accuracy, precision, safety, and security).
 - o Critical Configuration Data.
 - o System Device and Software Control (e.g., initialization, transactions and state monitoring, and self-testing).
 - o Verify that the source code documentation satisfies specified configuration management procedures.
- (4) Accuracy
 - a. Validate the logic, computational and interface precision (e.g., truncation and rounding) in the system environment.
 - b. Validate that the modeled physical phenomena conforms to system accuracy requirements and physical laws.
- (5) Readability
 - a. Verify that the documentation is legible, understandable, and unambiguous to the intended audience.
 - b. Verify that the documentation defines all acronyms, mnemonics, abbreviations, terms and symbols.
- (6) Testability
 - a. Verify that there are objective acceptance criteria for validating each source code component.

A.15. Acceptance Test Phase Tasks and Deliverables. The minimum SIV Deliverables for the Acceptance Test Phase are included in the following table:

SIV DELIVERABLES AND PRODUCTS	SIV SCHEDULE OF DELIVERY
Update Previous Phase Deliverables	As changes occur
Prepare Operations Manual	Per the Work Plan
Prepare Users Manual	Per the Work Plan
Prepare Training Plan	Per the Work Plan
Classroom based Instructional Materials	Per the Work Plan
On-Line / Computer Based Training	Per the Work Plan
Conduct Pilot Test	Per the Work Plan
Conduct Acceptance Testing	Per the Work Plan
Help Desk Transition Plan	6 months prior to Implementation

The State expects that the QM Plan and QA Work Plan will be documented and updated during this phase to reflect the current status of the project.

A.15.a. Independent Capacity Evaluation. The QA / IV&V Contractor will:

- i. Assist the State in determining if SIV conducted capacity evaluation (load / performance) testing is adequate by observing and validating the SIV's capacity evaluation testing methods and results.
- ii. Request the SIV perform multiple iterations of capacity evaluation testing if required to adequately evaluate capacity load / performance results.
- iii. Evaluate the Capacity Evaluation Report and advise the State whether the report should be approved.

A.15.b. Training Adjustments. The QA / IV&V Contractor must make recommendations regarding training adjustments as necessary.

A.15.c. Initial / Interim ACF Site Visit. During the Initial / Interim ACF Site Visit, the QA / IV&V Contractor must document any deficiencies identified by ACF and ensure they are addressed prior to implementation.

A.15.d. Recap of QA Deliverables of Acceptance Test Phase. The QA / IV&V Contractor will provide the following deliverables for the Acceptance Test Phase:

- i. Written Report for each SIV Deliverable in A.15 above
- ii. Independent Capacity Evaluation
- iii. Recommendations regarding training
- iv. ACF Deficiencies Documentation Report and resolution

A.16. Implementation Phase Tasks and Deliverables. The minimum SIV Deliverables for the Implementation Phase are included in the following table:

SIV DELIVERABLES AND PRODUCTS	SIV SCHEDULE OF DELIVERY
Update Previous Phase Deliverables	As changes occur
Convert Database(s) and data to Production	Per the Work Plan
Prepare the Disaster Recovery Plan	End of Phase Deliverable
Prepare the SARGE	End of Phase Deliverable
Review and certify the system is ready for Production / Conduct cut-over activities	End of Phase
Conduct Post-Implementation Review	30 days after cut-over to Production

The State expects that the QM Plan and QA Work Plan will be documented and updated during this phase to reflect the current status of the project.

A.16.a. System, User and Training Documentation Evaluation. The QA / IV&V Contractor will:

- i. Evaluate the SACWIS system, user, and training documentation created by the SIV contractor to ensure it is complete, correct, consistent, readable, and maintainable.
- ii. Evaluate the procedures for completeness, correctness, and consistency with respect to requirements for user interface and for any functionality that can be invoked by the user.

- iii. Verify that the State possesses all new system artifacts and documentation needed to allow the State to establish, operate and maintain a SACWIS operational environment so it or a designated entity can operate the SACWIS within acceptable operational parameters.

A.16.b. Life Cycle Reviews. The QA / IV&V Contractor will make recommendations at identified life cycle reviews as described below:

- i. The QA / IV&V Contractor must make recommendations at life cycle reviews with particular emphasis during the Implementation Phase on when or whether to continue rollout beyond Pilot test of the SACWIS project.
- ii. The life cycle review process consists of a series of reviews conducted throughout the product development phases to ensure that each phase of the project is completed successfully. Generally each phase must have a life cycle review conducted and State approval prior to moving on to a subsequent phase. However, with the written permission of the SACWIS Steering Committee, a given phase may be started prior to the completion of its predecessor.
- iii. Life cycle review participants include the SACWIS Steering Committee, State Project Staff and Contractor Project Staff (QA / IV&V and SIV).
- iv. At the end of each phase the State will conduct a life cycle review in order to:
 - o Ensure that project direction and goals remain consistent with the organization's strategic (business) plan and goals;
 - o Provide an evaluative process and opportunity to justify termination of projects which fail to demonstrate an adequate return on investment;
 - o Measure the ongoing progress (i.e., budget, schedule and deliverables) and identify potential problems for corrective actions; and,
 - o Approve phase results and authorize further work.
- v. The QA / IV&V Contractor will make a recommendation to the SACWIS Steering Committee at each Life Cycle Review whether to approve current phase results and authorize work to begin on the next phase.

A.16.c. User Satisfaction. The QA / IV&V Contractor must gauge user satisfaction with the system during pilot testing and implementation. The QA / IV&V Contractor must describe in detail the processes and the functions they will initiate as an independent analyst of user issues and concerns that need to be brought to the attention of the State.

A.16.d. Recap of QA Deliverables of the Implementation Phase. The QA / IV&V Contractor will provide the following deliverables for the Implementation Phase:

- i. Written Report for each SIV Deliverable in A.16 above
- ii. System, User and Training Documentation Evaluation.
- iii. Recommend at life cycle review points on continuing rollout
- iv. Life Cycle Review of Phases and recommendation
- v. User Satisfaction issues

A.17. Closeout Tasks and Deliverables

A.17.a. Post Implementation Analysis Report. The QA / IV&V Contractor must prepare a Post Implementation Analysis Report within 30 days of statewide SACWIS implementation that provides information regarding the benefits and success of the system, identifies future risks, verifies that all artifacts are in place and under configuration management, and provides lessons learned which can be used for subsequent development projects.

A.17.b. SARGE Preparation. Within 30 days of statewide SACWIS implementation, the QA / IV&V Contractor must review the SARGE and assist the State in preparing the State's final SARGE responses in preparation for the ACF SACWIS Assessment Review. This QA / IV&V task includes assuring that all necessary artifacts are in place to prepare the material for the SARGE.

A.18. Miscellaneous Policies and Procedures

A.18.a. Parking. The State will not provide parking for Contractor personnel.

A.18.b. State Clinic. Contractor personnel do not have access to the State clinic.

A.18.c. State Vehicles. Contractor personnel may not reserve and / or operate State vehicles.

A.19. On- and Off-Site Work

A.19.a. Most work under this Contract is to be performed, completed and managed at one or more Nashville, Tennessee, State government office sites.

A.19.b. Notwithstanding the above, at the State's discretion, the State may require QA / IV&V Contractor personnel to be on- site in Nashville during any phase of the project if the State deems this to be necessary and in the best interest of the project.

A.19.c. The State may also request that QA / IV&V Contractor personnel travel away from the official station of Nashville, Tennessee to perform project-related tasks. See Contract Section C.4 for details.

A.19.d. Normal State work hours are 8:00 a.m. to 4:30 p.m., Central Time, with additional hours worked as necessary to meet project deadlines. All work performed on the State's premises shall be completed during the State's standard business hours, unless otherwise agreed to by the State.

A.20. What the State Provides. The State shall provide office space, meeting room space, and support services to the Contractor. The State shall also provide connectivity to the State's network and access to printers. The State shall not supply laptop computers, pagers, or cell phones.

A.21. Amending Roles and Responsibilities. The specific roles and responsibilities of personnel shall be as defined in the Contract and RFP; provided, however, that the State reserves the right to amend these roles and responsibilities, as needed, to others within the required skill sets, if this is deemed to be in the best interest of the State.

B. CONTRACT TERM:

B.1. This Contract shall be effective for the period commencing on March 17, 2008 and ending on March 16, 2011. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon payment rates provided for in the original Contract.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed **WRITTEN DOLLAR AMOUNT (\$NUMBER)**. The payment rates in Section C.3 and the Travel

Compensation provided in Section C.4 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
Planning and Initiation Phase, Quality Management (QM) Plan (as required in contract sections A.4)	\$ AMOUNT EQUAL TO 2% OF THE TOTAL PROPOSED IN COST PROPOSAL SCHEDULE A
Planning and Initiation Phase, Quality Assurance (QA) Work Plan (as required in contract sections A.6)	\$ AMOUNT EQUAL TO 2% OF THE TOTAL PROPOSED IN COST PROPOSAL SCHEDULE A
Requirements Validation Phase Deliverables (as required in contract sections A.12)	\$ AMOUNT EQUAL TO 6% OF THE TOTAL PROPOSED IN COST PROPOSAL SCHEDULE A
Design Phase Deliverables (as required in contract sections A.13)	\$ AMOUNT EQUAL TO 12% OF THE TOTAL PROPOSED IN COST PROPOSAL SCHEDULE A
Construction Phase Deliverables (as required in contract sections A.14)	\$ AMOUNT EQUAL TO 18% OF THE TOTAL PROPOSED IN COST PROPOSAL SCHEDULE A
Acceptance Test Phase Deliverables (as required in contract sections A.15)	\$ AMOUNT EQUAL TO 24% OF THE TOTAL PROPOSED IN COST PROPOSAL SCHEDULE A
Implementation Phase Deliverables (as required in contract sections A.16)	\$ AMOUNT EQUAL TO 25% OF THE TOTAL PROPOSED IN COST PROPOSAL SCHEDULE A
Closeout Deliverables (as required in contract sections A.17)	\$ AMOUNT EQUAL TO 11% OF THE TOTAL PROPOSED IN COST

Service Description	Amount (per compensable increment)
	PROPOSAL SCHEDULE A

- * The "end of the Implementation Phase" shall be construed to mean the point at which the State accepts, in writing, the Implementation Phase.

At the end of each of the above phases, the Contractor shall submit an invoice, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed project milestones for the amount stipulated, and shall be submitted no more often than monthly.

C.3.c. Contingent Rates. In accordance with section A.9 of this Contract, the State may request and the Contractor may agree to perform additional work involving the enhancement or modification of deliverables under the Contract Scope of Services.

- i. Remuneration for any such additional work shall be based on the applicable contingent, payment rate(s) detailed below and as approved by the State. The amounts listed in Years 4 and 5 will apply only if the Contract has been extended beyond the initial 3-year term as described in Sections B.1 and B.2.

Service Description	Amount (per hour)				
	Begin Date – CY 2008	CY 2009	CY 2010	CY 2011*	CY 2012*
Quality Assurance Manager	\$ NUMBER	\$ NUMBER	\$ NUMBER	\$ NUMBER	\$ NUMBER
Senior Quality Assurance Analyst	\$ NUMBER	\$ NUMBER	\$ NUMBER	\$ NUMBER	\$ NUMBER
Quality Assurance Analyst	\$ NUMBER	\$ NUMBER	\$ NUMBER	\$ NUMBER	\$ NUMBER
Quality Assurance Assistant	\$ NUMBER	\$ NUMBER	\$ NUMBER	\$ NUMBER	\$ NUMBER

* Contingent upon an approved contract amendment.

- ii. The Contractor shall not be compensated for travel time to the primary location of service provision.
- iii. Compensation to the Contractor for such additional work as agreed upon by the State and the Contractor shall not exceed fifteen percent (15 %) of the total of all other costs expressed in this contract during the period of the Contract. If, at any point during the Contract term, the State determines that spending for such approved additional work would exceed said maximum amount, the State will execute an amendment to address the need.

[NOTE THAT THE 15% CEILING AMOUNT IS FOR CONTRACTUAL PURPOSES ONLY AND DOES NOT IN ANY WAY AFFECT OR RESTRICT THE RELATIVE PERCENTAGE OF THE PART C EVALUATION COST AMOUNT FOR CONSULTING SERVICES THAT MAY BE PROPOSED BY THE VENDOR IN RESPONSE TO RFP ATTACHMENT 6.4.]

C.4. Travel Compensation. With regard to Travel, the following provisions shall apply:

C.4.a. The project site "Official Station," which is defined as the location at which Contractor personnel shall perform the major portion of their duties when on site, is Nashville, Tennessee.

- C.4.b. Neither the Contractor, its personnel, nor its agents shall be eligible for reimbursements for any travel expenses related to work performed at Contractor maintained or sanctioned work locations, or at the Official Station. This includes, but is not limited to, travel to and from the Official Station, and food and lodging therein.
- C.4.c. In some cases, at the State's request and with prior written approval, Contractor personnel may be required to travel and work away from the Official Station. Such travel expenses, provided that the destination is greater than fifty (50) miles from the Official Station, shall be reimbursed in accordance with the *State of Tennessee Comprehensive Travel Regulations*, as amended from time to time (see <http://www.state.tn.us/finance/act/policy.html>).
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

STATE AGENCY BILLING ADDRESS

- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
- (1) Invoice/Reference Number (assigned by the Contractor);
 - (2) Invoice Date;
 - (3) Invoice Period (period to which all invoiced charges are applicable);
 - (4) Contract Number (assigned by the State to this Contract);
 - (5) Account Name: Department of Finance & Administration, OIR;
 - (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
 - (7) Contractor Name;
 - (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
 - (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
 - (10) Contractor Remittance Address;
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service Description for each service invoiced;
 - ii. Number of Units, Increments, or Milestones of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) for each service invoiced;
 - iv. Amount Due by Service; and
 - v. Total Amount Due for the invoice period.
- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.

- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State (see Attachment 6.8). Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate

mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Jerry Tidwell
 Department of Children's Services
 Andrew Jackson Building, 14th Floor
 500 Deaderick Street
 Nashville, TN 37243
 Email: Jerry.Tidwell@state.tn.us
 Phone: (615) 741-9200
 Fax: (615) 532-8982

The Contractor:

NAME & TITLE OF CONTRACTOR CONTACT PERSON
 CONTRACTOR NAME
 ADDRESS
 EMAIL ADDRESS
 Telephone # NUMBER
 FAX # NUMBER

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Breach. A party shall be deemed to have breached the Contract if any of the following occurs:

- failure to perform in accordance with any term or provision of the Contract;
- partial performance of any term or provision of the Contract;
- any act prohibited or restricted by the Contract, or
- violation of any warranty.

For purposes of this contract, these items shall hereinafter be referred to as a "Breach."

a. Contractor Breach — The State shall notify Contractor in writing of a Breach.

- (1) In event of a Breach by Contractor, the state shall have available the remedy of Actual Damages and any other remedy available at law or equity.
- (2) Partial Default— In the event of a Breach, the State may declare a Partial Default. In which case, the State shall provide the Contractor written notice of: (1) the date which Contractor shall terminate providing the service associated with the Breach; and (2) the date the State will begin to provide the service associated with the Breach. Notwithstanding the foregoing, the State may revise the time periods contained in the notice written to the Contractor.

In the event the State declares a Partial Default, the State may withhold, together with any other damages associated with the Breach, from the amounts due the Contractor the greater of: (1)

amounts which would be paid the Contractor to provide the defaulted service; or (2) the cost to the State of providing the defaulted service, whether said service is provided by the State or a third party. To determine the amount the Contractor is being paid for any particular service, the Department shall be entitled to receive within five (5) days any requested material from Contractor. The State shall make the final and binding determination of said amount.

Upon Partial Default, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Contractor agrees to cooperate fully with the State in the event a Partial Default is taken.

- (3) **Contract Termination** — In the event of a Breach, the State may terminate the Contract immediately or in stages. The Contractor shall be notified of the termination in writing by the State. Said notice shall hereinafter be referred to as Termination Notice. The Termination Notice may specify either that the termination is to be effective immediately, on a date certain in the future, or that the Contractor shall cease operations under this Contract in stages. In the event of a termination, the State may withhold any amounts which may be due Contractor without waiver of any other remedy or damages available to the State at law or at equity. The Contractor shall be liable to the State for any and all damages incurred by the State and any and all expenses incurred by the State which exceed the amount the State would have paid Contractor under this Contract. Contractor agrees to cooperate with the State in the event of a Contract Termination or Partial Takeover.

- b. **State Breach** — In the event of a Breach of Contract by the State, the Contractor shall notify the State in writing within 30 days of any Breach of Contract by the State. Said notice shall contain a description of the Breach. Failure by the Contractor to provide said written notice shall operate as an absolute waiver by the Contractor of the State's Breach. In no event shall any Breach on the part of the State excuse the Contractor from full performance under this Contract. In the event of Breach by the State, the Contractor may avail itself of any remedy at law in the forum with appropriate jurisdiction; provided, however, failure by the Contractor to give the State written notice and opportunity to cure as described herein operates as a waiver of the State's Breach. Failure by the Contractor to file a claim before the appropriate forum in Tennessee with jurisdiction to hear such claim within one (1) year of the written notice of Breach shall operate as a waiver of said claim in its entirety. It is agreed by the parties this provision establishes a contractual period of limitations for any claim brought by the Contractor.

- E.5. **Partial Takeover.** The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in Breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.6. **State Furnished Property.** The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.7. **Confidentiality of Records.** Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of

communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.8. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.9. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA (see Contract Attachment C). This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.10. Limitation of Liability. The parties agree that the total liability of the Contractor for breach of this Contract shall not exceed two (2) times the value of this contract. The value shall be established by the Contract Maximum Liability in Section C.1 and increased by subsequent amendments if any. The foregoing provision shall not limit the contractor's liability for intentional torts, criminal acts or fraudulent conduct.
- E.11. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

- E.12. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP-317.03-003-08 (Attachment 6.3, Section B, Item B.12.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the State of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.

- E.13. Per 45 CFR Section 95.611(b)(iii), the State will obtain from the Federal Government specific prior approval for this federal financial participation Contract and any subsequent contract modifications / changes that may be required.
- E.14. As 45 CFR 95.617 requires, the State will have all ownership rights to all software, modifications, and associated documentation thereof prepared by the Contractor in connection with the performance of the services under this contract. The Contractor waives any author rights and similar retained interests in the software, modifications, and associated documentation prepared in connection with the performance of the services under this contract.

In addition, per 45 CFR 95.617(b) (Software and ownership rights), the Federal Government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and associated documentation prepared by the Contractor in connection with the performance of the services under this federal financial participation contract.

- E.15. Workpapers Subject to Review. The Contractor shall make all audit, accounting, or financial analysis workpapers, notes, and other documentation available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Contract.
- E.16. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.
- E.17. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.18. Because Federal funding is involved, 45 CFR Section 95.615 (Access to systems and records) and CFR part 74 apply. Therefore, the State will allow Federal access to the system in all of its aspects, including design developments, operation, and cost records of contractors and subcontractors at such intervals as are deemed necessary by the U.S. Department of Health and Human Services Administration for Children and Families (ACF) to determine whether the conditions for Federal financial participation approval are being met and to determine the efficiency, economy and effectiveness of the system. The Contractor shall comply with the conditions for Federal financial participation approval, and, at the State's request, the Contractor shall facilitate the performance of any such audits by Federal representatives.

- E.19. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

IN WITNESS WHEREOF:

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. GOETZ, JR., COMMISSIONER

DATE

APPROVED:

M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY

DATE

Contract Attachment A**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY**DATE OF ATTESTATION**

Contract Attachment B – Acceptable Use Policy and Agreement

STATE OF TENNESSEE Acceptable Use Policy Network Access Rights and Obligations

Purpose:

To establish guidelines for State-owned hardware and software, computer network access and usage, Internet and email usage, telephony, and security and privacy for users of the State of Tennessee Wide Area Network.

Reference:

Tennessee Code Annotated, Section 4-3-5501, et seq., effective May 10, 1994.

Tennessee Code Annotated, Section 10-7-512, effective July 1, 2000.

Tennessee Code Annotated, Section 10-7-504, effective July 1, 2001.

State of Tennessee Security Policies.

Objectives:

- Ensure the protection of proprietary, personal, privileged, or otherwise sensitive data and resources that may be processed in any manner by the State, or any agent for the State.
- Provide uninterrupted network resources to users.
- Ensure proper usage of networked information, programs and facilities offered by the State of Tennessee networks.
- Maintain security of and access to networked data and resources on an authorized basis.
- Secure email from unauthorized access.
- Protect the confidentiality and integrity of files and programs from unauthorized users.
- Inform users there is no expectation of privacy in their use of State-owned hardware, software, or computer network access and usage.
- Provide Internet and email access to the users of the State of Tennessee networks.

Scope:

This Acceptable Use Policy applies to all individuals who have been provided access rights to the State of Tennessee networks, State provided email, and / or Internet via agency issued network or system User ID's. The scope does not include State phone systems, fax machines, copiers, State issued cell phones or pagers unless those services are delivered over the State's IP network.

Use and Prohibitions:**A. Network Resources**

State employees, vendors / business partners / sub recipients, local governments, and other governmental agencies may be authorized to access state network resources to perform business functions with or on behalf of the State. Users must be acting within the scope of their employment or contractual relationship with the State and must agree to abide by the terms of this agreement as evidenced by his / her signature. It is recognized that there may be incidental personal use of State Network Resources. This practice is not encouraged and employees should be aware that all usage may be monitored and that there is no right to privacy. Various transactions resulting from network usage are the property of the state and are thus subject to open records laws.

Prohibitions

- Sending or sharing with unauthorized persons any information that is confidential by law, rule or regulation.
- Installing software that has not been authorized by the Office for Information Resources of the Department of Finance and Administration.
- Attaching processing devices that have not been authorized by the Office for Information Resources of the Department of Finance and Administration.
- Using network resources to play or download games, music, or videos that are not in support of business functions.
- Leaving workstation unattended without engaging password protection for the keyboard or workstation.
- Utilizing unauthorized peer-to-peer networking or peer-to-peer file sharing.
- Using network resources in support of unlawful activities as defined by federal, state, and local law.
- Utilizing network resources for activities that violate conduct policies established by the Department of Personnel or the Agency where the user is employed or under contract.

B. Email

Email and calendar functions are provided to expedite and improve communications among network users.

Prohibitions

- Sending unsolicited junk email or chain letters (e.g. "spam") to any users of the network.
- Sending any material that contains viruses, Trojan horses, worms, time bombs, cancel bots, or any other harmful or deleterious programs.
- Sending copyrighted materials via email that is either not within the fair use guidelines or without prior permission from the author or publisher.
- Sending or receiving communications that violate conduct policies established by the Department of Personnel or the Agency where the user is employed or under contract.
- Sending confidential material to an unauthorized recipient or sending confidential e-mail without the proper security standards (including encryption if necessary) being met.

Email created, sent, or received in conjunction with the transaction of official business are public records in accordance with T.C.A 10-7-301 through 10-7-308, and the rules of the Public Records Commission. A public record is defined as follows:

“Public record(s)” or “state record(s)” means all documents, papers, letters, maps, books, photographs, microfilms, electronic data processing files and output, films, sound recordings or other material, regardless of physical form or characteristics made or received pursuant to law or ordinance or in connection with the transaction of official business by any governmental agency. (T.C.A. 10-7-301 (6)).

State records are open to public inspection unless they are protected by State or Federal law, rule, or regulation. Because a court could interpret state records to include draft letters, working drafts of reports and what are intended to be casual comments, be aware that anything sent as electronic mail could be made available to the public.

C. Internet Access

Internet access is provided to network users to assist them in performing the duties and responsibilities associated with their positions.

Prohibitions

- Using the Internet to access non-State provided web email services.
- Using Instant Messaging or Internet Relay Chat (IRC).
- Using the Internet for broadcast audio for non-business use.
- Utilizing unauthorized peer-to-peer networking or peer-to-peer file sharing.
- Using the Internet when it violates any federal, state or local law.

Statement of Consequences

Noncompliance with this policy may constitute a legal risk to the State of Tennessee, an organizational risk to the State of Tennessee in terms of potential harm to employees or citizen security, or a security risk to the State of Tennessee's Network Operations and the user community, and / or a potential personal liability. The presence of unauthorized data in the State network could lead to liability on the part of the State as well as the individuals responsible for obtaining it.

Statement of Enforcement

Noncompliance with this policy may result in the following immediate actions.

1. Written notification will be sent to the Agency Head and to designated points of contact in the User Agency's Human Resources and Information Technology Resource Offices to identify the user and the nature of the noncompliance as "cause". In the case of a vendor, sub recipient, or contractor, the contract administrator will be notified.
2. User access may be terminated immediately by the Systems Administrator, and the user may be subject to subsequent review and action as determined by the agency, department, board, or commission leadership, or contract administrator.

STATE OF TENNESSEE

Acceptable Use Policy Network Access Rights and Obligations User Agreement Acknowledgement

As a user of State of Tennessee data and resources, I agree to abide by the Acceptable Use Network Access Rights and Obligations Policy and the following promises and guidelines as they relate to the policy established:

1. I will protect State confidential data, facilities, and systems against unauthorized disclosure and/or use.
2. I will maintain all computer access codes in the strictest of confidence; immediately change them if I suspect their secrecy has been compromised, and will report activity that is contrary to the provisions of this agreement to my supervisor or a State-authorized Security Administrator.
3. I will be accountable for all transactions performed using my computer access codes.
4. I will not disclose any confidential information other than to persons authorized to access such information as identified by my section supervisor.
5. I agree to report to the Office for Information Resources (OIR) any suspicious network activity or security breach.

Privacy Expectations

The State of Tennessee actively monitors network services and resources, including, but not limited to, real time monitoring. Users should have no expectation of privacy. These communications are considered to be State property and may be examined by management for any reason including, but not limited to, security and / or employee conduct.

I acknowledge that I must adhere to this policy as a condition for receiving access to State of Tennessee data and resources.

I acknowledge that I have read the Computer Crimes Act and the State of Tennessee Security Policy 4.00 Access. I understand the willful violation or disregard of any of these guidelines, statute or policies may result in my loss of access and disciplinary action, up to and including termination of my employment, termination of my business relationship with the State of Tennessee, and any other appropriate legal action, including possible prosecution under the provisions of the Computer Crimes Act as cited at TCA 39-14-601 et seq., and other applicable laws.

I have read and agree to comply with the policy set forth herein.

Type or Print Name

Last 4 digits of Social Security Number

Signature

Date

Contract Attachment C – HIPAA Business Associate Agreement

HIPAA BUSINESS ASSOCIATE AGREEMENT COMPLIANCE WITH PRIVACY AND SECURITY RULES

THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter "Agreement") is between The State of Tennessee, Department of Finance and Administration (hereinafter "Covered Entity") and _____ (hereinafter "Business Associate"). Covered Entity and Business Associate may be referred to herein individually as "Party" or collectively as "Parties."

BACKGROUND

Covered Entity acknowledges that it is subject to the Privacy and Security Rules (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 in certain aspects of its operations.

Business Associate provides services to Covered Entity pursuant to one or more contractual relationships detailed below and hereinafter referred to as "Service Contracts."

Contract Awarded Pursuant to RFP #317.03-003-08

In the course of executing Service Contracts, Business Associate may come into contact with, use, or disclose Protected Health Information (defined in Section 1.8 below). Said Service Contracts are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein.

In accordance with the federal privacy and security regulations set forth at 45 C.F.R. Part 160 and Part 164, Subparts A, C, and E, which require Covered Entity to have a written memorandum with each of its internal Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard "Protected Health Information" and, therefore, make this Agreement.

DEFINITIONS

- 1.1 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103, 164.103, 164.304, 164.501 and 164.504.
- 1.2 "Designated Record Set" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- 1.3 "Electronic Protected Health Care Information" shall have the meaning set out in its definition at 45 C.F.R. § 160.103.
- 1.4 "Health Care Operations" shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- 1.5 "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- 1.6 "Privacy Official" shall have the meaning as set out in its definition at 45 C.F.R. § 164.530(a)(1).
- 1.7 "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A, and E.
- 1.8 "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1.9 "Required by Law" shall have the meaning set forth in 45 CFR § 164.512.

- 1.10 "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Privacy Rule)

- 2.1 Business Associate agrees to fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose Protected Health Information other than as permitted or required by this Agreement, the Service Contracts, or as Required By Law. In case of any conflict between this Agreement and the Service Contracts, this Agreement shall govern.
- 2.2 Business Associate agrees to use appropriate procedural, physical, and electronic safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement. Said safeguards shall include, but are not limited to, requiring employees to agree to use or disclose Protected Health Information only as permitted or required by this Agreement and taking related disciplinary actions for inappropriate use or disclosure as necessary.
- 2.3 Business Associate shall require any agent, including a subcontractor, to whom it provides Protected Health Information received from, created or received by, Business Associate on behalf of Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to Protected Health Information, to agree, by written contract with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- 2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- 2.5 Business Associate agrees to require its employees, agents, and subcontractors to promptly report, to Business Associate, any use or disclosure of Protected Health Information in violation of this Agreement. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement.
- 2.6 If Business Associate receives Protected Health Information from Covered Entity in a Designated Record Set, then Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524, provided that Business Associate shall have at least twenty (20) business days from Covered Entity notice to provide access to, or deliver such information.
- 2.7 If Business Associate receives Protected Health Information from Covered Entity in a Designated Record Set, then Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to the 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, provided that Business Associate shall have at least ten (10) days from Covered Entity notice to make an amendment.
- 2.8 Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.
- 2.9 Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosure of Protected Health Information in accordance with 45 CFR § 164.528.

- 2.10 Business Associate agrees to provide Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for and accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528, provided that Business Associate shall have at least twenty (20) days from Covered Entity notice to provide access to, or deliver such information which shall include, at minimum, (a) date of the disclosure; (b) name of the third party to whom the Protected Health Information was disclosed and, if known, the address of the third party; (c) brief description of the disclosed information; and (d) brief explanation of the purpose and basis for such disclosure.
- 2.11 Business Associate agrees it must limit any use, disclosure, or request for use or disclosure of Protected Health Information to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.
 - 2.11.1 Business Associate represents to Covered Entity that all its uses and disclosures of, or requests for, Protected Health Information shall be the minimum necessary in accordance with the Privacy Rule requirements.
 - 2.11.2 Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.
 - 2.11.3 Business Associate acknowledges that if Business Associate is also a covered entity, as defined by the Privacy Rule, Business Associate is required, independent of Business Associate's obligations under this Memorandum, to comply with the Privacy Rule's minimum necessary requirements when making any request for Protected Health Information from Covered Entity.
- 2.12 Business Associate agrees to adequately and properly maintain all Protected Health Information received from, or created or received on behalf of, Covered Entity.
- 2.13 If Business Associate receives a request from an Individual for a copy of the individual's Protected Health Information, and the Protected Health Information is in the sole possession of the Business Associate, Business Associate will provide the requested copies to the individual and notify the Covered Entity of such action. If Business Associate receives a request for Protected Health Information in the possession of the Covered Entity, or receives a request to exercise other individual rights as set forth in the Privacy Rule, Business Associate shall notify Covered Entity of such request and forward the request to Covered Entity. Business Associate shall then assist Covered Entity in responding to the request.
- 2.14 Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Privacy Rule.

3 OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE (Security Rule)

- 3.1 Business Associate agrees to fully comply with the requirements under the Security Rule applicable to "business associates," as that term is defined in the Security Rule. In case of any conflict between this Agreement and Service Agreements, this Agreement shall govern.
- 3.2 Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity as required by the Security Rule.
- 3.3 Business Associate shall ensure that any agent, including a subcontractor, to whom it provides electronic protected health information received from or created for Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to Protected Health Information supplied by Covered Entity, to agree, by written contract (or the appropriate equivalent if the agent is a government entity) with Business Associate, to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- 3.4 Business Associate agrees to require its employees, agents, and subcontractors to report to Business Associate within five (5) business days, any Security Incident (as that term is defined in 45 CFR Section 164.304) of which it becomes aware. Business Associate agrees to promptly report any Security Incident of which it becomes aware to Covered Entity.
- 3.5 Business Associate agrees to make its internal practices, books, and records including policies and procedures relating to the security of electronic protected health information received from, created by or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health in Human Services or the Secretary's designee, in a time and manner designated by the Secretary, for purposes of determining Covered Entity's or Business Associate's compliance with the Security Rule.
- 3.6 Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of the Security Rule.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 4.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in Service Contracts, provided that such use or disclosure would not violate the Privacy and Security Rule, if done by Covered Entity.
- 4.2 Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information as required for Business Associate's proper management and administration or to carry out the legal responsibilities of the Business Associate.
- 4.3 Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or provided that, if Business Associate discloses any Protected Health Information to a third party for such a purpose, Business Associate shall enter into a written agreement with such third party requiring the third party to: (a) maintain the confidentiality, integrity, and availability of Protected Health Information and not to use or further disclose such information except as Required By Law or for the purpose for which it was disclosed, and (b) notify Business Associate of any instances in which it becomes aware in which the confidentiality, integrity, and / or availability of the Protected Health Information is breached.
- 4.4 Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(l)(B).
- 4.5 Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State Authorities consistent with 45 CFR 164.502(j)(1).

5. OBLIGATIONS OF COVERED ENTITY

- 5.1 Covered Entity shall provide Business Associate with the notice of Privacy Practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice. Covered Entity shall notify Business Associate of any limitations in its notice that affect Business Associate's use or disclosure of Protected Health Information.
- 5.2 Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses.
- 5.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use of Protected Health Information.

6. PERMISSIBLE REQUESTS BY COVERED ENTITY

- 6.1 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy or Security Rule, if done by Covered Entity.

7. TERM AND TERMINATION

- 7.1 Term. This Agreement shall be effective as of the date on which it is signed by both parties and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, Section 7.3. below shall apply.

7.2 Termination for Cause

- 7.2.1. This Agreement authorizes and Business Associate acknowledges and agrees Covered Entity shall have the right to immediately terminate this Agreement and Service Contracts in the event Business Associate fails to comply with, or violates a material provision of, requirements of the Privacy and / or Security Rule or this Memorandum.

- 7.2.2. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- 7.2.2.1. provide a reasonable opportunity for Business Associate to cure the breach or end the violation, or

- 7.2.2.2. if Business Associate has breached a material term of this Agreement and cure is not possible or if Business Associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, Covered Entity, Covered Entity may immediately terminate this Agreement and the Service Agreement.

- 7.2.2.3. If neither cure nor termination is feasible, Covered Entity shall report the violation to the Secretary of the United States Department of Health in Human Services or the Secretary's designee.

7.3. Effect of Termination

- 7.3.1. Except as provided in Section 7.3.2. below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of, Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- 7.3.2. In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is unfeasible, Business Associate shall extend the protections of this Memorandum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such Protected Health Information.

8. MISCELLANEOUS

- 8.1 Regulatory Reference. A reference in this Agreement to a section in the Privacy and / or Security Rule means the section as in effect or as amended.

- 8.2 Amendment. The Parties agree to take such action as is necessary to amend this Memorandum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 104-191. Business Associate and Covered Entity shall comply with any amendment to the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, Public Law 104-191, and related regulations upon the effective date of such amendment, regardless of whether this Agreement has been formally amended.
- 8.3 Survival. The respective rights and obligations of Business Associate under Section 7.3. of this Memorandum shall survive the termination of this Agreement.
- 8.4 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the Privacy and Security Rules.
- 8.5 Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

COVERED ENTITY:

Jerry Tidwell
 QA / IV&V Project Manager
 Department of Children's Services
 Andrew Jackson Building, 14th floor
 500 Deaderick Street
 Nashville, TN 37243
 Phone: (615) 741-9200
 Fax: (615) 532-8982

BUSINESS ASSOCIATE:

BUSINESS ASSOCIATE NAME
NAME AND TITLE
ADDRESS
 Telephone: **NUMBER**
 Fax: **NUMBER**

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

- 8.6 Strict Compliance. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
- 8.7 Severability. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.
- 8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee except to the extent that Tennessee law has been pre-empted by HIPAA.
- 8.9 Compensation. There shall be **no** remuneration for performance under this Agreement except as specifically provided by, in, and through, existing administrative requirements of Tennessee State government and services contracts referenced herein.

IN WITNESS WHEREOF,

Date:

Date:

Contract Attachment D – Project Quality Management and Testing Requirements

NOTE: This attachment is supplied to make the QA / IV & V Contractor aware of the understanding between the State and the SIV Contractor, referred to in this attachment as the “Contractor”.

D.1 Quality Management Requirements

This project will operate under independent verification and validation (IV&V) provided by a third party. This attachment refers to that third party as the "QA / IV&V Contractor."

This attachment defines the quality-related tasks and deliverables required of the Contractor only. The Contractor is aware that all contract work and deliverables are subject to evaluation by the QA / IV&V Contractor. The Contractor is further aware that the QA / IV&V Contractor has the authority to require work process and deliverable changes with prior State approval.

D.1.1 Quality Management Planning and Assessment

- A. **The SIV Contractor shall develop a project Quality Management Plan deliverable.** The plan will show both State and SIV Contractor respective responsibilities and planned activities regarding project quality. The Quality Management Plan deliverable should be based on IEEE Std 730-1998 (or current release). It must cover the following topics from the standard.
 - i. Purpose and scope of the plan, including identifying related project management documents.
 - ii. Project quality objectives and the metrics needed to assess progress toward those objectives. Each identified metric will be fully defined in terms of:
 - a. Purpose and expected use.
 - b. Definition of data elements used in the metric.
 - c. Collection, calculation, and reporting method, schedule, and responsibility.
 - iii. Standards to be used in the project (these may be references to external documents).
 - iv. Quality control activities to be performed by the SIV Contractor prior to submitting deliverables for State acceptance.
 - v. Other quality management activities such as SIV Contractor self-assessments and project defect reporting and resolution processes.
- B. The SIV Contractor shall schedule tasks and resources in the project Work Plan to accomplish the Quality Management Plan's defined activities. The SIV Contractor shall obtain State approval of the Quality Management Plan.
- C. The SIV Contractor shall keep the Quality Management Plan up to date with current activities and responsibilities. The SIV Contractor must obtain prior State approval to change SIV Contractor activities and responsibilities documented in the Quality Management Plan.
- D. This project will be monitored by a separate QA / IV&V Contractor that will periodically assess project performance. The SIV Contractor shall collect and maintain records on the operation of its quality processes and controls using State-standard tools (where available). The SIV Contractor shall make these and other project records, work papers, and project team members available to the QA / IV&V Contractor upon request to support the assessment. The SIV Contractor shall implement process improvements on the project as recommended by the QA / IV&V Contractor and directed by State project management.

TASK	SIV CONTRACTOR	QA / IV&V CONTRACTOR	STATE
Create Quality Management Plan deliverable	X		
Update project work plan to allow for QMP activities	X		
Approve Quality Management Plan deliverable		X	X
Maintain Quality Management Plan deliverable	X		
Collect quality process records	X		
Implement improvements as directed.	X		

D.1.2 Review and Acceptance of Deliverables

- A. The SIV Contractor shall be fully responsible for the quality (completeness, correctness, and usability) of all deliverables. The SIV Contractor shall verify the quality of each deliverable before submitting it for State review and approval. By submitting a deliverable, the SIV Contractor affirms that, to the best of its knowledge and understanding at that time, the deliverable meets State acceptance criteria. The SIV Contractor shall correct all deficiencies in deliverables as reported in writing and as required by the State. The SIV Contractor must be prepared to submit deliverables for multiple review cycles.
- B. The State, advised by the QA / IV&V Contractor, shall remain the sole judge of any deliverable's acceptability. When the deliverable is acceptable, the State will document this in writing. The SIV Contractor shall not rely on any verbal commitment from the State regarding deliverable acceptability. The State will not consider any deliverable to be final or eligible for payment until the deliverable has received written State approval.
- C. The State will provide reasonable but limited support to the SIV Contractor for producing acceptable deliverables. This support may include pre-defined acceptance criteria, limited access to business subject matter experts, technical staff, relevant documentation, or other resources, as the State deems appropriate.
- D. The QA / IV&V Contractor will perform an initial review of all deliverables submitted for State approval. All deliverables must pass this review in order for the State to consider acceptance. If the deliverable does not pass this review, the QA / IV&V Contractor will return the deliverable to the SIV Contractor with deficiencies noted in writing.
- E. The QA / IV&V Contractor will have no more than five (5) business days to review deliverables and submit to the State for approval. The State will review as expeditiously as possible with the expectation that the most complex deliverables will be reviewed within fifteen (15) business days. It is expected that the SIV, QA / IV&V and State will work jointly in a cooperative, constructive environment to produce quality deliverables in an efficient and expeditious manner.

TASK	SIV CONTRACTOR	QA / IV&V CONTRACTOR	STATE
Conduct deliverable review before delivery for State review	X		
Conduct deliverable review for approval (disapproval)		X	X
Document and report deficiencies in deliverable		X	X
Correct deficiencies and re-submit deliverable	X		
Provide written approval of deliverable			X

D.1.3 Change Management / Scope Control

- A. The State will authorize change orders, in writing, at its sole discretion. A committee of project stakeholders will evaluate potential scope changes and authorize those it deems necessary. The State shall not be liable for out-of-scope work the SIV Contractor undertakes without written State authorization.
- B. The SIV Contractor shall provide a fixed-price estimate for each scope change the State considers. The estimate shall include expected schedule and resource impacts due to the change. The State and SIV Contractor will mutually agree in writing to any change orders. The SIV Contractor shall track the progress of work on authorized change orders and report to the State upon request.
- C. The State will be the sole judge of acceptable completion of all change orders. The State will provide written approval of the change order work. The State will not consider any change order to be eligible for payment until the work has received written State approval.
- D. The change management process shall be documented in the project Configuration Management Plan.

TASK	SIV CONTRACTOR	QA IV&V CONTRACTOR	STATE
Document the change management process.	X		
Assess and estimate potential change requests.	X		X
Authorize work on change order.			X
Track and report status of change order work.	X		
Approve completed change order (authorize payment).			X

D.1.4 Configuration Management

D.1.4 Configuration Management

- A. **The SIV Contractor shall develop a Configuration Management Plan deliverable.** The deliverable shall be based on IEEE Std 828-1998 (or current release). It shall cover the following topics from the standard.
1. Purpose, scope, key terms, and references.
 2. Responsibilities and authorities for accomplishing configuration management activities.
 3. Relevant configuration management activities to be performed on the project, including:
 - a. Configuration item identification.
 - b. Configuration control (managing changes and releases):
 - i. Procedures for non-code configuration items (e.g., text deliverables).
 - ii. Procedures for releasing software configuration items into integration test, systems test, and acceptance test environments.
 - c. Status accounting, reviews, and reporting.
 - d. Management of interfaces to other systems and of third-party components.
 - e. Other activities as required based on the scope and complexity of the project.
 4. Required coordination of configuration management activities with other project activities.
 5. Resources (tools, physical and human) required for operation of the configuration management system.
 6. Maintenance of the plan during the project.
- B. The SIV Contractor shall obtain written State approval (as advised by the QA / IV&V Contractor) of the Configuration Management Plan deliverable.
- C. The SIV Contractor shall use State-standard software tools for configuration management. The SIV Contractor shall maintain all deliverables under version control so that a deliverable version under State review is not changed while being reviewed and approved deliverable versions are not changed. The SIV Contractor shall ensure that each approved deliverable version is easily identifiable in the version control tool. The SIV Contractor shall ensure that its project team members work from approved deliverable versions only.
- D. The State will provide access to a State standard configuration management tool and repository for on-site project team use. Access by off-site team members, if needed, will require individual, prior approval and special network security measures.
- E. **The SIV Contractor shall provide an Application Release Notes deliverable** with each software release submitted for IV&V or acceptance testing. This deliverable shall be based on the Test Item Transmittal Report described in IEEE Std 829-1998 (or current release). It will document the following items.
1. Planned release date.
 2. Release / revision number of the software/system.
 3. Features / functions added.
 4. Features / functions removed (if applicable).
 5. Defects fixed (by defect ID).
 6. Modules included in the release (by name and version number; indicate changed or new modules).
- F. The State, advised by the QA / IV&V Contractor, will control release of all software into the State's acceptance test environment. The State may choose to perform the release procedure or

delegate it to the SIV Contractor. If delegated, the SIV Contractor may only perform the procedure with prior authorization from State project management.

- G. The State, advised by the QA / IV&V Contractor, will control release of all software into the State's production environment. The State may choose to perform the release procedure or delegate it to the SIV Contractor. If delegated, the SIV Contractor may only perform the procedure with prior authorization from the customer agency representative(s) obtained through State project management.

TASK	SIV CONTRACTOR	QA / IV&V CONTRACTOR	STATE
Develop Configuration Management Plan deliverable.	X		
Approve Configuration Management Plan deliverable.		X	X
Implement configuration management tool.	X		X
Operate configuration management system according to plan.	X		
Develop Application Release Notes deliverable(s).	X		
Authorize release of software.		X	X
Install / deploy authorized software release.	X		X

D.2 Testing Requirements

D.2.1 General Test Planning and Design

- A. **The SIV Contractor shall develop a Test Strategy deliverable.** The deliverable shall be based on IEEE Std 829-1998 (or current release). The Test Strategy deliverable is a high-level version of the test plan document the standard describes. It is intended to be a preliminary document to the Test Management Plan deliverable below. It should cover the following items.

1. Describe the purpose and scope of the strategy. Include references to related project management documents.
2. Identify the major technical components (hardware and software) that will be tested.
3. Define the goals for test coverage in terms of major functions to be tested.
4. Describe generally the testing activities to be undertaken (note that the strategy must cover capacity evaluation). Identify tools or techniques to be used (software testing tools should be State-standard).
 - a. Unit testing

- b. Integration testing
 - c. Systems testing
 - d. Acceptance test (describe the SIV Contractor's activities in assisting the State to perform the acceptance test)
 - e. Test incident (problem) reporting and resolution.
 - 5. List the major testing tasks within each activity identified in item 4, above. List all testing milestones (the SIV Contractor should identify "internal" milestones for its testing effort based on the testing activities and tasks identified).
 - 6. Identify general test pass / fail criteria, if any.
 - 7. Identify any conditions that will cause testing to be suspended. List the criteria for resuming testing.
 - 8. List the testing deliverables including documentation, input data, and test results.
 - 9. Describe the test environment generally. Include general locations and types of equipment needed. Identify all specialized equipment needed (e.g. magnetic stripe card reader).
 - 10. Identify the groups having responsibilities for testing or testing support. These groups may include the SIV Contractor's developers and / or testers, State operations staff, business users, technical support staff, data administration staff, and quality support staff, including QA / IV&V Contractor testing staff.
 - 11. Identify estimated SIV Contractor test team staffing counts by position title.
 - 12. List all anticipated risks and contingencies for the Test Strategy deliverable which is a part of the General Test Plan.
- B. The SIV Contractor shall obtain written State approval (as advised by the QA / IV&V Contractor) of the Test Strategy deliverable before developing the Test Management Plan deliverable.
- C. **The SIV Contractor shall develop a Test Management Plan deliverable.** This deliverable shall be based on the IEEE Std 829-1998 (or current release). The Test Management Plan deliverable is a version of the test plan document described in the standard. It is intended to be an enhancement of the approved Test Strategy deliverable. The Test Management Plan must address all of the SIV Contractor's planned testing activities in detail. It should cover the following items.
- 1. State the purpose and scope of the plan, including a reference to the approved project Test Strategy deliverable.
 - 2. Document the specific technical components to be tested, including version or release identifications where known.
 - 3. Identify all software features and combinations of software features within the previously listed major functions to be tested.
 - 4. Describe in detail the testing activities to be undertaken (note that capacity evaluation / performance testing has a separate plan). This section must precisely identify any software testing tools to be used by name and version (these should be State standard tools). The section should cover:
 - a. Unit testing.
 - b. Integration testing, including external interfaces.
 - c. Systems testing.
 - d. Acceptance test (describe the SIV Contractor's activities in assisting the State to perform the acceptance test).
 - e. Test incident (problem) reporting and resolution.

5. Provide a schedule based on the project work plan for the testing tasks and milestones listed in the approved Test Strategy.
 6. Define all general test pass / fail criteria listed in the approved Test Strategy.
 7. Define in detail the test suspension and resumption conditions as listed in the approved Test Strategy.
 8. Include templates or samples for each piece of test documentation listed in the approved Test Strategy. Include record layouts or sample data for input test data.
 9. Provide detailed specifics of the test environment including exact locations, ancillary equipment, computers (servers or clients), systems software, and specialized equipment. Include makes and models for equipment. Identify any equipment that must be acquired to complete the test environment.
 10. List and describe the responsibilities that each group identified in the approved Test Strategy will have.
 11. Identify any special training that SIV Contractor, State, or QA / IV&V Contractor test team members will need and time frames for obtaining it.
 12. Document mitigation actions for the risks and contingencies listed in the approved Test Strategy.
- D. The SIV Contractor shall obtain written State approval (as advised by the QA / IV&V Contractor) of the Test Management Plan deliverable before beginning systems or integration testing.
- E. The SIV Contractor shall develop unit test procedures and test cases that fully test the unit (module, class, etc.) logic as designed. Unit test cases must cover both normal and exception processing. The SIV Contractor shall be prepared to make any and all unit test procedures and test cases available for QA / IV&V Contractor or State review on-site upon request.
- F. **The SIV Contractor shall develop an Integration Test Plan deliverable.** This plan will document the test procedures and test cases needed to ensure that all interfaces are proven to be fully and reliably functional. Integration test cases shall cover:
1. Internal interfaces (e.g., APIs)
 2. Sequential processing (e.g., batch, file-based)
 3. External interfaces (e.g., third-party business systems)
- G. The SIV Contractor shall obtain written State approval (as advised by the QA / IV&V Contractor) for the Integration Test Plan prior to beginning integration test execution.
- H. **The SIV Contractor shall develop a System Test Plan deliverable.** This plan will document the test procedures and test cases needed to ensure that all system processing is accurate and that all system outputs are valid.
- I. The SIV Contractor shall obtain written State approval (as advised by the QA / IV&V Contractor) for the System Test Plan prior to beginning system test execution. Approval shall be contingent, in part, on adequacy of test coverage for State and Federal SACWIS requirements as documented in the requirements traceability matrix.
- J. Both the Integration Test Plan and System Test Plan deliverables shall be based on the IEEE Std 829-1998 (or current release). Both deliverables will incorporate the following features from the test specification document types in the standard.
1. A test design specification will be developed for each logical grouping (based on the system design) of system components to be tested (e.g., each interface or each major system function such as a month-end close process).

- a. Identify the feature to be tested. Include a reference to the requirement(s) in the requirements traceability matrix that the test covers.
 - b. Define the test pass / fail criteria.
 - 2. One or more test cases will be developed for each test design specification.
 - a. Test case conditions
 - b. Input specifications
 - c. Output (result) specifications
 - d. Dependencies
 - 3. A test procedure will be developed for each test design specification. More than one procedure may be needed in some cases such as testing an exception or correction process for the main process. Each procedure will include the following steps. Other steps as defined in the standard may be needed in some cases.
 - a. Set-up (pre-conditions)
 - b. Start (initiate the test execution)
 - c. Proceed (steps to perform the test)
 - d. Stop (bring the test to a well-defined conclusion)
 - e. Wrap-up (restore the test environment)
- K. **The State shall develop an Acceptance Test Plan.** The plan will be based on the State's business and technical requirements as defined in the requirements traceability matrix and supporting documents. The Acceptance Test Plan will cover functional testing. It may cover any or all of the following: performance / load testing, interfaces with business partner systems, and usability testing. The Acceptance Test Plan will include system acceptance criteria.

TASK	SIV CONTRACTO R	QA / IV&V CONTRACTO R	STATE
Develop Test Strategy deliverable.	X		
Approve Test Strategy deliverable.		X	X
Develop Test Management Plan deliverable.	X		
Approve Test Management Plan deliverable.		X	X
Develop Unit Test procedures.	X		
Develop Integration Test Plan deliverable.	X		
Approve Integration Test Plan deliverable.		X	X
Develop System Test Plan deliverable.	X		
Approve System Test Plan		X	X

TASK	SIV CONTRACTO R	QA / IV&V CONTRACTO R	STATE
deliverable.			
Develop Acceptance Test Plan deliverable.			X

D.2.2 Test Environment Preparation

- A. The SIV Contractor shall propose infrastructure (hardware and systems software) specifications for the State's acceptance test environment (the State will acquire the infrastructure components). The proposed acceptance test environment infrastructure shall conform to the State's standard architecture. The proposed acceptance test environment shall be representative of the target production environment.
- B. The SIV Contractor shall install software into the acceptance test environment only with prior written approval from State project management.
- C. The acceptance test environment hardware, software, and network configuration must be documented in detail to support troubleshooting, recovery in case of damage, and configuration of the production system. The configuration documentation must be kept current, but a history must also be provided to support backing out ineffective configuration changes.
- D. The SIV Contractor shall provide all software and documentation required to support system backup, recovery, restart, and reorganization of the acceptance test environment. The SIV Contractor shall prepare procedures for loading, capturing or reporting, and refreshing data in the acceptance test environment. The SIV Contractor shall deliver these procedures as part of the initial release of the software it submits for acceptance testing.
- E. The SIV Contractor shall populate the acceptance test environment with test data sufficient to support test coverage according to the project Acceptance Test Plan. This includes preparing new test data and converting samples of legacy data as needed to support the test.
- F. The SIV Contractor shall train the State's acceptance test team members on basic use of the system.

TASK	SIV CONTRACTOR	QA / IV&V CONTRACTOR	STATE
Specify acceptance test environment infrastructure.	X		
Acquire acceptance test environment infrastructure.			X
Authorize acceptance test environment software installs.			X
Set up acceptance test environment infrastructure.			X

Provide system backup, recovery and data management procedures.	X		X
Populate acceptance test environment with test data.	X		X
Train the acceptance test team.	X		

D.2.3 Test Execution

- A. If the SIV Contractor uses testing tools for system or integration testing, those tools shall be the State standard products and versions. The SIV Contractor shall deliver the final version of all automated scripts developed and used with the testing tools to the State at the completion of the project.
- B. The SIV Contractor may perform unit tests off-site. The SIV Contractor must be prepared to reproduce any or all unit tests on-site upon QA / IV&V Contractor or State request. Unit test results shall include the following items (results may be stored in electronic form):
1. Name and version of the unit (module) under test
 2. Test date and time
 3. Condition(s) tested and associated result(s)
- C. The SIV Contractor may perform preliminary system and integration tests off-site. The SIV Contractor shall perform a full system / integration test on-site as a demonstration of acceptance test readiness. The State will provide business analysts and subject matter experts to participate in on-site system / integration testing. State testers will verify system compliance with State and Federal SACWIS requirements as documented in the requirements traceability matrix. The QA / IV&V Contractor will observe on-site system / integration testing and evaluate its effectiveness. System / Integration test results shall include the following items (results may be stored in electronic form):
1. Reference to the system / integration test plan test case/scenario executed and identification of the system components / modules under test.
 2. Test date and time.
 3. Detailed test results including "print" of data before and after test run.
- D. The SIV Contractor shall retain the test plans, cases, procedures, test data used, and results of unit tests, integration tests, and system tests for a time period determined by the State. The SIV Contractor shall make this test documentation available for on-site review upon QA / IV&V Contractor or State request.

TASK	SIV CONTRACTOR	QA / IV&V CONTRACTOR	STATE
Perform unit tests.	X		
Perform integration test.	X		
Perform system test.	X		
Perform full system / integration	X		

test for acceptance test entry.			
Retain test documentation and make available upon request.	X		
Deliver automated test scripts to the State (if applicable).	X		

D.2.4 Capacity Evaluation

- A. **The SIV Contractor shall develop a Capacity Evaluation Plan deliverable.** This deliverable will predict the system's impact on the State's technical infrastructure. The SIV Contractor shall include load / stress and volume / throughput test scenarios in the Capacity Evaluation Plan. Test documentation generally should be based on the IEEE Std 829-1998 (or current release). The Capacity Evaluation Plan deliverable is a version of the test plan document described in the standard, but is focused on performance and load testing. It must also account for State technical staff support, participation, and review of the capacity evaluation effort.
1. State the purpose and scope of the plan, including a reference to the (approved) project Test Strategy deliverable.
 2. Identify the specific system and network technical components to be evaluated. The evaluation must consider all tiers in the system architecture and the network communications between them. For example, the evaluation could include processor type, speed, and number along with main memory capacity and secondary storage capacity (various media types) for each server in each tier; client PC specifications; and minimum WAN bandwidth required to meet performance criteria.
 3. Identify the performance characteristics to be evaluated. List the pass / fail criteria for each characteristic. Include any metrics that contribute to the performance characteristics. Define formulas to be used in calculating the performance characteristics and to extrapolate (predict) needed production-scale capacity.
 4. Describe in detail the testing activities to be undertaken. Describe the techniques to be used. Precisely identify any software testing tools to be used by name and version (these should be State standard tools).
 5. List the capacity evaluation tasks, milestones, and target dates based on the project work plan.
 6. Identify any conditions that will cause testing to be suspended. List the criteria for resuming testing.
 7. Define the outline for the Capacity Evaluation Report deliverable.
 8. Provide detailed specifics of the test environment including exact locations, ancillary equipment, computers (servers or clients), systems software, and specialized equipment. Include or reference the component specifications. Identify any equipment that must be acquired to complete the test environment.
 9. List and describe the responsibilities that each group involved in the capacity evaluation will have. The groups will include SIV Contractor staff, State technical support staff for servers and the State network, State data resource management staff, and client agency technical staff.
 10. Identify any special training the capacity evaluation team members will need and time frames for obtaining it.
 11. Document any risks, contingencies, and mitigation actions relevant to the evaluation.

- B. The State shall provide relevant technical and other data for use in the capacity evaluation, including updated or more detailed capacity-related data as such data become available. The SIV Contractor shall update the Capacity Evaluation Plan during the project as required by the State due to relevant changes in the State technical architecture or other factors.
- C. The SIV Contractor shall obtain written State approval (as advised by the QA / IV&V Contractor) for the initial and updated (if required) releases of the Capacity Evaluation Plan. The SIV Contractor shall re-confirm with the State that the most recent release of the plan remains applicable prior to beginning the Capacity Evaluation Test.
- D. The SIV Contractor shall conduct all planned capacity evaluation testing per the approved Capacity Evaluation Plan. The QA / IV&V Contractor will observe and validate the SIV Contractor's capacity evaluation testing methods and results.
- E. If the SIV Contractor uses testing tools for capacity evaluation testing, those tools shall be the State standard products and versions.
- F. The SIV Contractor must be prepared to perform multiple iterations of capacity evaluation testing upon QA / IV&V Contractor or State request.
- G. The SIV Contractor shall obtain written acceptance of the test results from the QA / IV&V Contractor before finalizing the Capacity Evaluation Report deliverable (described below).
- H. **The SIV Contractor shall prepare a Capacity Evaluation Report deliverable.** This report documents in detail the results of the capacity evaluation test and recommends resolutions for any performance deficiencies found. The deliverable shall be based on the IEEE Std 829-1998 (or current release). It will include features of the test summary report defined in the standard as follows.
 - 1. Summarize the capacity recommendations for the evaluated system and network components.
 - 2. Identify and describe any substantive variances of the actual capacity evaluation effort from the approved Capacity Evaluation Plan. Examples of possible substantive variances include test environment equipment specifications, network configuration or load, or in executing test procedures. Provide reasons for the variances and describe their impact on the capacity recommendations.
 - 3. Evaluate the comprehensiveness of the evaluation effort. Identify those test items with lower confidence of accurate capacity recommendations and provide reasons.
 - 4. Provide a detailed discussion for each evaluated component in each tier. Compare the test results and the item level pass / fail criteria. Provide recommendations for production-scale initial capacity and expected growth.
- I. The SIV Contractor shall obtain written approval of the Capacity Evaluation Report from the State (as advised by the QA / IV&V Contractor).
- J. The SIV Contractor shall retain all supporting documentation created or obtained during the Capacity Evaluation Test for a time period determined by the State. The SIV Contractor shall make this documentation available upon the State's request.

TASK	SIV CONTRACTOR	QA / IV&V CONTRACTOR	STATE
Develop Capacity Evaluation Plan deliverable.	X		
Approve Capacity Evaluation Plan deliverable.		X	X
Enhance / extend Capacity Evaluation Plan deliverable.	X		
Approve enhanced Capacity Evaluation Plan deliverable.		X	X
Conduct capacity evaluation test(s).	X		
Review and approve capacity evaluation test results.		X	
Develop Capacity Evaluation Report deliverable.	X		
Approve Capacity Evaluation Report deliverable.		X	X
Retain supporting documentation, make available upon request.	X		

D.2.5 Acceptance Testing

- A. **The State shall conduct a rigorous acceptance test of the system.** State acceptance testing will follow the procedures defined in the Acceptance Test Plan and will use State-standard testing tools. Acceptance testing, in part, will verify the system's full compliance with State and Federal SACWIS requirements as documented in the requirements traceability matrix. The SIV Contactor will support State acceptance testing as listed below.
- B. The SIV Contractor shall reset the acceptance test environment to its initial state (see Test Environment Preparation, above, in this attachment) upon State request.
- C. The SIV Contractor shall resolve any issues or discrepancies reported by the State as defined in the Defect Reporting and Resolution section of this attachment (below).
- D. The SIV Contractor shall work with the State to investigate potential scope changes and complete change orders authorized by the State as described in the Change Management / Scope Control section of this attachment (above).
- E. The State (as advised by the QA / IV&V Contractor) will determine when a system release is acceptable for conducting acceptance testing. The acceptance test entrance criteria will include:

1. SIV Contractor has successfully demonstrated system and integration testing and the State (as advised by the QA / IV&V Contractor) has approved all reviewed unit, integration, and system test results.
 2. SIV Contractor has delivered to the State all deliverables prerequisite to or associated with the system release and the State has approved (as advised by the QA / IV&V Contractor) these deliverables.
 3. SIV Contractor has placed the complete code base under version control / configuration management as verified by the QA / IV&V Contractor.
 4. SIV Contractor has successfully converted and loaded acceptance test data as required by the State as verified by the QA / IV&V Contractor.
 5. Acceptance test team has been trained on the application.
- F. The State will verify and document its acceptance test results including reporting any issues or discrepancies discovered as defined in the Defect Management section of this attachment (below). Acceptance test results deliverables will include an updated requirements traceability matrix showing whether compliance with each requirement has been achieved.
- G. The State will identify potential scope changes and authorize change orders it deems necessary to project completion as described in the Change Management / Scope Control section of this attachment (above).
- H. The State will notify the SIV Contractor in writing when it determines that the system has met the defined acceptance criteria.

TASK	SIV CONTRACTOR	QA / IV&V CONTRACTOR	STATE
Approve Acceptance Test Plan deliverable.		X	
Conduct Acceptance Testing.			X
Evaluate Acceptance Testing Adequacy		X	
Review and approve Acceptance Testing results.			X

D.2.6 Defect Management

- A. The project will use the State-standard tool for defect management, Serena TeamTrack. The State will report identified system issues and discrepancies (functional deficiencies) to the SIV Contractor using the tool. The SIV Contractor will maintain and report the status of its work on rectifying the issues and discrepancies using the tool.
- B. The State will determine the severity of each reported issue / discrepancy and will classify certain issues / discrepancies as "critical" at its sole discretion. A critical issue is defined as a system failure that blocks completion of a business transaction or corrupts business data and has no workaround.

- C. The SIV Contractor shall resolve "critical" issues / discrepancies as quickly as possible, bringing to bear all reasonable resources. The SIV Contractor shall resolve non-critical issues / discrepancies typically within twenty-one (21) business days after the State has reported them.
- D. The SIV Contractor shall evaluate each reported issue / discrepancy and report its findings to the State. Findings should include:
 - 1. An estimate of the time and effort needed to resolve the issue / discrepancy, if the SIV Contractor considers them significant
 - 2. Potential impacts / risks to the project schedule and resources, if the SIV Contractor considers them significant
 - 3. Potential impacts / risks to the application / system, if the SIV Contractor considers them significant
- E. The State will assign a relative priority to the defect after considering the SIV Contractor's findings. The SIV Contractor shall fix system defects according to their State-assigned priority.

Attachment 6.2 – Proposal Transmittal and Statement of Certifications and Assurances

PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must complete and sign this *Proposal Transmittal and Statement of Certifications and Assurances*. It must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the Proposer's chief executive or president, this document shall attach evidence showing the individual's authority to bind the proposing entity.

Any contract resulting from this RFP process shall incorporate this *Proposal Transmittal and Statement of Certifications and Assurances* by reference as a part of said contract (refer to *pro forma* contract "Special Terms and Conditions").

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER:
(or Social Security Number)

The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:

- 1) This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.1, *Pro Forma* Contract Scope of Services, for the total contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, *Pro Forma* Contract.
- 2) The information detailed in the proposal submitted herewith in response to the subject RFP is accurate.
- 3) The proposal submitted herewith in response to the subject RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.
- 4) The Proposers shall comply with:
 - a) the laws of the State of Tennessee;
 - b) Title VI of the federal Civil Rights Act of 1964;
 - c) Title IX of the federal Education Amendments Act of 1972;
 - d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
 - e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
 - f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
 - g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

PRINTED NAME:

DATE:

**SIGNATURE &
TITLE:**

Signature

Title

Attachment 6.3 – Technical Proposal & Evaluation Guide

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION A	
PROPOSER NAME:	
Section A — Mandatory Requirements	
<p>The Proposer must address ALL Mandatory Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). The RFP Coordinator will review all general mandatory requirements, including but not limited to the following:</p> <ul style="list-style-type: none"> ▪ Proposal received on or before the Proposal Deadline. ▪ Technical Proposal copies and Cost Proposal packaged separately. ▪ Technical Proposal contains NO cost data. ▪ Proposer did NOT submit alternate proposals. ▪ Proposer did NOT submit multiple proposals in a different form. ▪ Technical Proposal does NOT contain any restrictions of the rights of the State or other qualification of the proposal. <p>The RFP Coordinator will also review the proposal to determine if the Mandatory Requirement Items (below) are met and mark each with pass or fail. For each requirement that is not met, the Proposal Evaluation Team must review the proposal and attach a written determination.</p> <p>NOTICE: In addition to these requirements, the State will also evaluate compliance with ALL RFP requirements.</p>	

Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	State Use ONLY
		Pass / Fail
	<p>A.1 Provide the Proposal Transmittal and Statement of Certifications and Assurances (detailed in RFP Attachment 6.2) completed and signed, in the space provided, by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract.</p> <p><i>Each Proposer <u>must</u> sign the Proposal Transmittal and Statement of Certifications and Assurances without exception or qualification.</i></p>	
	<p>A.2 Provide the following as documentation of financial responsibility and stability.</p> <ul style="list-style-type: none"> ▪ a current written bank reference, in the form of a standard, dated and signed business letter, indicating that the Proposer's business relationship with the financial institution is in positive standing ▪ two (2) current written, positive credit references, in the form of standard business letters, from vendors with which the Proposer has done business or, documentation of a positive credit rating determined by a accredited credit bureau, in the form of a full report, dated within the last six (6) months; submission of the credit bureau number without the full report is insufficient. ▪ written confirmation that upon execution of a contract resulting from this RFP, the Proposer, as Contractor, will provide a copy of a valid certificate of insurance indicating liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) 	

Proposal Page # (to be completed by Proposer)	Mandatory Requirement Items	State Use ONLY
		Pass / Fail
	<p>A.3 Provide a statement of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict.</p> <p><i>Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.</i></p>	

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION B

PROPOSER NAME:			
EVALUATOR NAME:			
SIGNATURE:		DATE:	
Section B — Qualifications & Experience			
<p>The Proposer must address ALL Qualifications and Experience section items and provide, in sequence, the information and documentation as required (referenced with the associated item references).</p> <p>A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's "qualifications and experience" responses.</p>			

Proposal Page # (to be completed by Proposer)	Qualifications & Experience Items
	B.1 Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address, email address, and telephone number of the person the State should contact regarding the proposal.
	B.2 Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten (10) years, and if so, an explanation providing relevant details.
	B.3 Provide a statement of whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony, and if so, an explanation providing relevant details.
	B.4 Provide a statement of whether there is any pending litigation against the Proposer; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a contract under this RFP.
	B.5 Provide a statement of whether, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.
	B.6 Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Proposer, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Proposer's performance in a contract under this RFP.
	B.7 Provide a brief, descriptive statement indicating the Proposer's credentials to deliver the services sought under this RFP. Describe experience at 1) conducting reviews of the scope and complexity required by this contract, 2) making recommendations to correct deficiencies, improve efficiencies and economies and / or align project processes with industry standards and best practices, and 3) identifying risks and recommending mitigation strategies.
	B.8 Briefly describe how long the Proposer has been performing the services required by this RFP and include the number of years in business.

	B.9	Describe the Proposer organization's number of employees, client base, and location of offices.
	B.10	<p>Provide a narrative description of the proposed project team, its members, and organizational structure. Provide an organizational chart illustrating the lines of authority, and highlight key personnel who shall be responsible for the completion of each service component and deliverable of the RFP.</p> <p>Provide resumes of key personnel who shall be assigned to perform duties or services under the contract. The State considers key personnel to be the QA Manager and Senior Quality Assurance Analyst(s). If the key personnel possess any relevant training and certifications, please list them. Examples are Project Management Professional (PMP), American Society for Quality (ASQ), Certified Quality Auditor, Professional Risk Management (PRM), or other related certifications such as Certified Information Systems Auditor.</p>
	B.11	Provide a statement of whether the Proposer intends to use subcontractors, and if so, the names and mailing addresses of the committed subcontractors and a description of the scope and portions of the work the subcontractors will perform.
	B.12	<p>Provide documentation of Proposer commitment to diversity as represented by its business strategy, business relationships, and workforce — this documentation should detail:</p> <ul style="list-style-type: none"> ▪ a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises ▪ a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information <ul style="list-style-type: none"> ○ contract description and total value ○ contractor name and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) ○ contractor contact and telephone number ▪ an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> ○ participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics) ○ descriptions of anticipated contracts ○ names and ownership characteristics (<i>i.e.</i>, ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated ▪ the percent of the Proposer's total current employees by ethnicity, sex, and disability <p><i>Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does</i></p>

	<p><i>business with enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service needs.</i></p>
B.13	<p>Provide at least three (3), <u>but no more than six (6)</u>, customer references for similar projects. At least one (1) of these references must be for the Proposer submitting a proposal under this RFP. If the Proposer is using one or more subcontractors, the Proposer must provide at least one (1) reference for each subcontractor proposed. To the extent possible, these references should be selected to represent projects of similar size and complexity to the project described in this RFP. All references submitted must be for projects either currently underway, or, if the project is complete, it must have been completed within the last five (5) years.</p> <p>The Proposer may NOT submit more than six (6) references in response to this section. If the Proposer does submit more than six references, the State will <u>randomly</u> select six for evaluation purposes. Note that for purposes of applying this limit, State of Tennessee references are not included in the count. State of Tennessee references, if any, are in <u>addition</u> to the six references provided.</p> <p>As long as the Proposer meets the requirements stated above, the Proposer may submit any combination or number of references (up to the limit of six) for itself and its subcontractors, that the Proposer believes best represents the qualifications of the Proposer's project team. The State has included the reference check questionnaire to be used as RFP Attachment 6.6.</p> <p>The Proposer will be solely responsible for obtaining the fully completed reference check questionnaires, and for including them with the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference check questionnaires, the Proposer shall follow the process detailed below exactly:</p> <ol style="list-style-type: none"> 1. Proposer makes an exact duplicate of the State's form, as they appear in RFP Attachment 6.6; 2. Proposer sends the copy of the form to the reference it has chosen, along with a new, standard #10 envelope; 3. Proposer directs the person providing the reference check feedback to complete the form in its entirety, sign and date it, and seal it within the provided envelope. The person may prepare a manual document or complete the exact duplicate Word document and print the completed copy for submission. After sealing the envelope, the person providing the reference <u>must sign his or her name in ink across the sealed portion of the envelope</u> and return it directly to the Proposer. The Proposer will give the reference check provider a deadline, such that the Proposer will be able to collect all references in time to include them within the sealed Technical Proposal. 4. When the Proposer receives the sealed envelopes from the reference check providers, the Proposer will <u>not</u> open them. Instead, the Proposer will enclose all of the unopened reference check envelopes, in an easily identifiable larger envelope, and will include this envelope as a part of the written Technical Proposal. Therefore, when the State opens the Technical Proposal box, the State will find a clearly labeled envelope enclosed, which contains all of the sealed reference check envelopes. 5. The State will base its reference check evaluation on the contents of these envelopes. <u>The State will not accept late references or references submitted through any other channel of submission or medium, whether written, electronic, verbal, or otherwise.</u> <p><i>Each evaluator will generally consider the results of reference inquiries by the State regarding all references provided (both state and non-</i></p>

	<i>state). Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score possible, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points.</i>	
	B.14	Provide copies of quality recognition and quality assurance certifications awarded to the prime contractor only. Examples include ISO 9001, SEI CMM, Six Sigma, etc. and / or quality awards or recognitions from professional organizations or customers. Complete the form at RFP Attachment 6.7, Quality Recognition and Certification Profile Form.
<i>(Maximum Section B Score = 250)</i>		
SCORE (for <u>all</u> Section B items above, B.1 through B.14):		

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

PROPOSER NAME:			
EVALUATOR NAME:			
SIGNATURE:		DATE:	
Section C — Technical Approach			
<p>The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:</p> <p style="text-align: center;"><i>0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent</i></p> <p>The RFP Coordinator will multiply each item score by the assigned weight with the product being the item's raw weighted score for purposes of calculating the section score as detailed at the end of this table.</p>			

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	C.1 Provide an Executive Summary of the Proposer's offer. The executive summary must be no more than four (4) pages in type no smaller than 10 point, and must provide a concise summarization of the QA / IV&V services being proposed.		1	
	C.2 Provide a narrative that describes the QA / IV&V methodology and approach to managing the project. The narrative must illustrate how the Proposer will manage QA / IV&V, ensure completion of the general scope of services (Quality Management, Quality Planning, Quality Assurance, Quality Control, Independent Verification and Validation), and accomplish required objectives (see Pro Forma Contract A.2, A.3, A.4 & A.5).		2	
	C.3 Provide a baseline QA Work Plan (it is understood that this Plan will be modified when the SIV is selected). The QA Work Plan must detail the QA / IV&V Contractor's plans and approaches to completing all tasks of the RFP (see Pro Forma Contract A.6)		3	
	C.4 Provide a narrative that illustrates how the Proposer will accomplish the Planning and Initiation Tasks and Deliverables (see Pro Forma Contract A.10).		1	
	C.5 Provide a narrative that illustrates how the Proposer will accomplish the Requirements Validation Phase		1	

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	Item Weight	Raw Weighted Score
	Tasks and Deliverables (see Pro Forma Contract A.12).			
	C.6 Provide a narrative that illustrates how the Proposer will accomplish the Design Phase Tasks and Deliverables (see Pro Forma Contract A.13).		1	
	C.7 Provide a narrative that illustrates how the Proposer will accomplish the Construction Phase Tasks and Deliverables (see Pro Forma Contract A.14).		1	
	C.8 Provide a narrative that illustrates how the Proposer will accomplish the Acceptance Test Phase Tasks and Deliverables (see Pro Forma Contract A.15).		1	
	C.9 Provide a narrative that illustrates how the Proposer will accomplish the Implementation Phase Tasks and Deliverables (see Pro Forma Contract A.16).		1	
	C.10 Provide a narrative that illustrates how the Proposer will accomplish the Closeout Tasks and Deliverables (see Pro Forma Contract A.17).		1	
Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>				
<div> <div> Total Raw Weighted Score <hr/> maximum possible raw weighted score <i>(i.e., 5 x the sum of item weights above)</i> </div> <div> X 450 <i>(maximum section score)</i> </div> <div> = SCORE: </div> </div>				

Attachment 6.4

COST PROPOSAL & SCORING GUIDE

NOTICE TO PROPOSER: This Cost Proposal MUST be completed EXACTLY as required.

PROPOSER NAME:

SIGNATURE & DATE:

NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer. If the Signatory is not the Proposer's chief executive or president, this Cost Proposal & Scoring Guide SHALL attach evidence showing the Signatory's authority to bind the Proposer.

COST PROPOSAL SCHEDULES

The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service including all services as defined in the RFP Attachment 6.1, *Pro Forma* Contract Scope of Services for the total contract period. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State. All monetary amounts are United States currency.

Any "weights" used in the schedules are for clarification and evaluation purposes only and shall not be deemed as any indication of anticipated volume or any state commitment to buy any or any volume of the subject service.

DO NOT LEAVE ANY PROPOSED COST CELL "BLANK." ENTER "0" IN THE SUBJECT CELL IF THE PROPOSED COST IS ZERO (0). The State shall deem any "blank" cell as representing a proposed cost of zero (0) dollars for the associated cost item both for evaluation and contract purposes.

NOTE: An Evaluation Cost Amount (refer to schedules below) of zero (0) dollars shall be deemed by the state to equal \$0.001 for purposes of evaluation (such that score calculations may be completed using the formulae detailed below).

COST PROPOSAL SCHEDULE A – FIXED COST

Cost Item Description	Proposed Cost	State Use
Total Fixed Cost For ALL Service Detailed By The <i>Pro Forma</i> Contract Scope Of Service, EXCEPT any contingent service pursuant to <i>pro forma</i> contract sections A.8 and A.9 that may be authorized. (NOTE: This total amount shall be paid in milestone increments as detailed in the <i>pro forma</i> contract section C.3.)	\$	
The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.		↓
Schedule A Evaluation Cost Amount: (sum of all weighted cost amounts above)		
lowest Evaluation Cost Amount from <u>all</u> Proposals	X 270	= SCORE:
Evaluation Cost Amount being evaluated	(maximum schedule score)	

COST PROPOSAL SCHEDULE B – CONTINGENT RATES								
Cost Item Description	PROPOSED COST AMOUNT PER HOUR					State Use ONLY		
	Begin Date – CY 2008	CY 2009	CY 2010	CY 2011	CY 2012	Sum	Weight	Weighted Cost
Quality Assurance Manager							4	
Senior Quality Assurance Analyst							3	
Quality Assurance Analyst							2	
Quality Assurance Assistant							1	
<i>The RFP Coordinator shall use the evaluation cost amount derived from the proposed cost amounts above and the following formula to calculate the COST PROPOSAL SCORE. Calculations shall result in numbers rounded to two decimal places.</i>								
Lowest Evaluation Cost Amount from <u>all</u> Proposals						Schedule B Evaluation Cost Amount: <i>(sum of all weighted cost amounts above)</i>		
						X 30 <i>(maximum schedule score)</i>	= SCORE:	
Evaluation Cost Amount Being Evaluated								

COST PROPOSAL SCHEDULE C – COST PROPOSAL SCORE TOTAL (State Use ONLY)	
Schedule A Score: <i>(maximum schedule score: 270)</i>	
Schedule B Score: <i>(maximum schedule score: 30)</i>	
TOTAL COST PROPOSAL SCORE (sum of Schedule A and Schedule B scores): <i>(maximum section score: 300)</i>	

Attachment 6.5

PROPOSAL SCORE SUMMARY MATRIX

RFP Coordinator		Date		
QUALIFICATIONS & EXPERIENCE Maximum Points: 250	PROPOSER NAME		PROPOSER NAME	PROPOSER NAME
EVALUATOR NAME				
EVALUATOR NAME				
EVALUATOR NAME				
EVALUATOR NAME				
REPEAT AS NECESSARY				
QUALIFICATIONS & EXPERIENCE	AVERAGE SCORE:		AVERAGE SCORE:	
TECHNICAL APPROACH Maximum Points: 450	PROPOSER NAME		PROPOSER NAME	PROPOSER NAME
EVALUATOR NAME				
EVALUATOR NAME				
EVALUATOR NAME				
EVALUATOR NAME				
REPEAT AS NECESSARY				
TECHNICAL APPROACH	AVERAGE SCORE:		AVERAGE SCORE:	
COST PROPOSAL Maximum Points: 300	SCORE:		SCORE:	
PROPOSAL SCORE Maximum Points: 1,000	TOTAL SCORE:		TOTAL SCORE:	

Attachment 6.6 – Services Vendor Reference Information Questionnaire

**STATE OF TENNESSEE
QA / IV&V SERVICES RFP
317.03-003-08, ATTACHMENT 6.6
REFERENCE INFORMATION QUESTIONNAIRE
REGARDING QA / IV&V SERVICES**

Proposer's Name (Vendor): _____

Reference (Client Organization) Name:

Person Responding To This
Request for Reference Information:

Printed Name

Signature **(MUST BE THE SAME AS THE SIGNATURE ACROSS
THE ENVELOPE SEAL)**

(Title)

(Telephone)

(Email)

Date Reference Form Was Completed: _____

NOTE: Complete responses to the items that appear on the following pages. If completed using a Word document, use as much space as required. If completed manually, record response in space provided.

1. Please indicate the dates this vendor provided QA / IV&V services.

From:		Through:	
--------------	--	-----------------	--

2. Indicate (by checking the box) the QA / IV&V services provided by the vendor to your organization. If other QA / IV&V services not listed were acquired, please list these in the blank spaces at the bottom of the services list.

☐ Develop the **Quality Management Plan**

☐ Provide **Quality Planning** – Identify and / or verify quality standards that are relevant to the project and determine how to satisfy them. Quality Planning involves determining how to satisfy each quality standard via the project schedule, resources and internal procedures.

☐ Provide **Quality Assurance** – Periodic executive reviews and evaluation of the complete project and all the work units that make up the project. QA includes evaluating, identifying, and recommending adjustments to required activities, task (and associated resources), schedule, and scope that must be performed in the project to provide confidence that the project will satisfy the relevant quality standards.

☐ Provide **Quality Control** – Monitors specific project results and deliverables to determine if they comply with relevant quality standards and identifying ways to eliminate causes of unsatisfactory performance and / or unacceptable work products. QC involves monitoring both the processes and products, to determine if the project is meeting the quality standards and identifying ways to mitigate risks.

☐ Provide **Independent Verification and Validation** – Independent testing to verify that the system is functional, stable, and secure and complies with business, functional and technical requirements. IV&V ensures “you built it right” (verification) and “you built the right thing: (validation).

☐ Develop a **Quality Assurance Work Plan** – A plan (usually Microsoft Project) that lists all project tasks, activities and resources including a project schedule detailing estimated start and completion dates

☐ Develop an **Issue and Action Item Management Plan** – A plan used to track issues noted by the QA / IV&V Vendor that require resolution. This plan / tool shall track all open items and indicate who is responsible for the resolution, action needed, and due date.

☐ Provide **Assessment Reports** – Examples of assessment reports include review and evaluation of project structure, project plans, project management methodology, deliverables, scope of work changes, risk and risk mitigation, training, user satisfaction, etc.

☐ Other: _____

☐ Other: _____

☐ Other: _____

☐ Other: _____

Please rate your level of agreement with the following statements, and note any comments.

IMPORTANT: If you mark “Disagree”, please provide an explanation of your response.

Evaluation Question	Strongly Disagree (1) Disagree (2) Neutral (3) Agree (4) Strongly Agree (5)
3. We negotiated an equitable contract with the QA / IV&V services vendor, with the terms and conditions that were important to us. <i>Comments:</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 1 2 3 4 5
4. The vendor has been responsive when there have been issues or problems with the contract. <i>Comments:</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 1 2 3 4 5
5. The vendor followed through with any representations made during the sales process. <i>Comments:</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 1 2 3 4 5
6. The vendor has a sound project management methodology, using a comprehensive set of tools, processes and templates. <i>Comments:</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 1 2 3 4 5
7. The vendor assigned the right number of vendor personnel with the right skills for the right amount of time to our project. <i>Comments:</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 1 2 3 4 5
8. The vendor was able to complete the project on time and within budget. <i>Comments:</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 1 2 3 4 5
9. The vendor developed constructive rather than adversarial relationships with staff and personnel from vendors under evaluation. <i>Comments:</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 1 2 3 4 5
10. Knowing what we know now, we would make the same decision to use this vendor for these services. <i>Comments:</i>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 1 2 3 4 5

11. What other advice do you have for the State of Tennessee with regard to this QA / IV&V Vendor?

Attachment 6.7 – Quality Recognition and Certification Profile Form

Instructions: Identifying only quality recognition and certifications awarded to the **prime Contractor only**, complete the below form. *Attach a copy of the official notification or certificate for every recognition / certification claimed. The official document should clearly indicate the prime contractor as the recipient of the recognition or certification.*

Contractor Name:		
Name of the Quality Recognition Or Certification	Issuing Activity	Contact Information: Name, Address, Telephone Number

Attachment 6.8 – Automated Clearing House (ACH) Credits

BIDDER APPLICATION
PAGE 9



STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
ACH (AUTOMATED CLEARING HOUSE) CREDITS (Not Wire Transfers)

NAME _____

Federal Identification Number or Social Security Number _____
(under which you are doing business with the State.)

I (We) hereby authorize the State of Tennessee, hereafter called the STATE, to initiate credit entries to my (our) *(select type of account)* _____ CHECKING or _____ SAVINGS account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such account.

This authority is to remain in full force and effect until the STATE has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the STATE and DEPOSITORY a reasonable opportunity to act on it.

Do you currently receive payments from the State through ACH? _____ (Yes or No). If yes, do you intend for this account information to replace other existing account information currently used by the State? _____ (Yes or No). If yes, please specify the account that should be changed: ABA No. _____ Account No. _____.

Is this authorization only for certain types of payments? _____ (Yes or No). If yes, please indicate types:

Many banking institutions use different numbers for ACH. Please call your bank for verification of ACH transit and account number.

Bank official contacted: _____ Phone No. _____

DEPOSITORY/BANK NAME _____ BRANCH _____

CITY _____ STATE _____

ACH TRANSIT / ABA NO. _____ ACCOUNT NO. _____

NAME(S) _____

(Please print names of authorized account signatory)

DATE _____ SIGNED X _____ SIGNED X _____

PLEASE ATTACH A VOIDED CHECK (OR FOR SAVINGS ACCOUNTS, A DEPOSIT SLIP):

PLEASE INDICATE ADDRESS TO WHICH YOU WOULD LIKE YOUR REMITTANCE ADVICES ROUTED WHEN PAYMENTS ARE PROCESSED:

Contact name: _____
Telephone no.: _____

FOR STATE USE ONLY:

Contact Agency: _____
Contact Person: _____
Telephone No.: _____